

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 12th day of November, 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:

BELLMORE
Section 202-15

PROSPECT PLACE (TH 436/19) East Side -
NO PARKING 7 AM TO 12 NOON EXCEPT
SUNDAYS AND HOLIDAYS - starting at a
point 33 feet north of the north
curbline of Hughes Street north for a
distance of 80 feet.

(NR) ISLAND PARK
Section 202-28

LONG BEACH ROAD (TH 441/19) West Side -
30 MINUTE PARKING EXCEPT SATURDAYS,
SUNDAYS AND HOLIDAYS - from the north
curbline of McCarthy Road north for a
distance of 112 feet.

MCCARTHY ROAD (TH 442/19) North Side -
30 MINUTE PARKING EXCEPT SATURDAYS,
SUNDAYS AND HOLIDAYS - from the west
curbline of Long Beach Road west for a
distance of 232 feet.

OCEANSIDE
Section 202-13

MERRIFIELD AVENUE (TH 461/19) North
Side - NO PARKING 8 AM TO 10 AM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at the west curbline of
Messick Avenue west for a distance of
76 feet.

MERRIFIELD AVENUE (TH 461/19) North
Side - NO PARKING 8 AM TO 10 AM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at a point 154 feet west of
the west curbline of Messick Avenue
west for a distance of 30 feet.

Item # 1

Case # 30186

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

OCEANSIDE
Section 202-13

MERRIFIELD AVENUE (TH 60/87) North Side
- NO PARKING 8 AM TO 10 AM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at the west curblineline of
Messick Avenue west for a distance of
176 feet. (Adopted 6/9/87)

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

Dated: October 2, 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 12th day of November, 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:

ELMONT	STANDARD AVENUE (TH 434/19) North Side - NO STOPPING HERE TO CORNER - starting at the East curbline of Meacham Avenue east for a distance of 25 feet.
FRANKLIN SQUARE	PARK LANE NORTH (TH 303/19) North Side - NO PARKING ANYTIME - starting at a point 127 feet east of the east curbline of Franklin Avenue east for a distance of 20 feet.
MERRICK	MERRICK AVENUE (TH 418/19) East Side - NO STOPPING ANYTIME - starting at a point 41 feet south of the south curbline of Elliot Place south for a distance of 39 feet.
OCEANSIDE	KENNETH PLACE (TH 435/19) West Side - NO STOPPING HERE TO CORNER - from the south curbline of Atlantic Avenue south for a distance of 40 feet. KENNETH PLACE (TH 435/19) East Side - NO STOPPING HERE TO CORNER - from the south curbline of Atlantic Avenue south for a distance of 40 feet. ROYAL AVENUE (TH 451/19) East Side - NO STOPPING ANYTIME - starting at a point opposite the north west curbline of Murdock Avenue north for a distance of 50 feet.
(NR) ROCKVILLE CENTRE	ROCKWIN ROAD (TH 446/19) East Side - NO STOPPING ANYTIME - starting at a point 23 feet north of the north curbline of North Wood Road north for a distance of 53 feet.

Item# 2

Case # 30187

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

FRANKLIN SQUARE PARK LANE NORTH (TH 303/19) North Side
- NO PARKING ANYTIME - starting at a
point 217 feet east of the east
curbline of Franklin Avenue east for a
distance of 20 feet. (Adopted 9/3/19)

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

Dated: October 2, 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 12th day of November, 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:

BELLMORE	BELLMORE ROAD (TH 419/19) STOP - all traffic traveling westbound on Janet Avenue shall come to a full stop.
	JANET AVENUE (TH 419/19) STOP - all traffic traveling southbound on Aron Place shall come to a full stop.
	JANET AVENUE (TH 419/19) STOP - all traffic traveling southbound on Laux Place shall come to a full stop.
EAST MEADOW	WILSON ROAD (TH 473/19) STOP - all traffic traveling northbound on Buchanan Road shall come to a full stop.
	WILSON ROAD (TH 473/19) STOP - all traffic traveling southbound on Dewey Place shall come to a full stop.
SEAFORD	ARON DRIVE NORTH (TH 433/19) STOP - all traffic traveling southbound on Revere Lane shall come to a full stop.

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

Dated: October 2, 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 # 30188

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 12th day of November, 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: September 24, 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 # 4
Case # 30180

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, 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

Item # 5
Case # 753

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on November 12, 2019 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of 135 F REALTY CORP. to modify an existing GSS approval, TBR 420-1989 and modify TBR 200-2017 to perform interior and exterior alteration to convert the existing automobile repair to a convenience store and operate self-service at the described premises at North Bellmore, New York:

An irregular shaped parcel on the n/e/c of Bellmore Ave & Newbridge Rd., w/frontage of approx. 146' along Bellmore Ave. and frontage of approx. 107' along Newbridge Rd situated in North Bellmore, New York, Town of Hempstead, County of Nassau State of New York.

Maps pertaining to said proposal is on file with the application above mentioned in the Office of the undersigned and may be viewed during office hours.

All persons interested in the subject matter will be given an opportunity to be heard at the time and place above designated.

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

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Dated: October 2, 2019
Hempstead, N.Y.

Item # 6
Case # 8075

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO NASSAU COUNTY LEGISLATOR KEVAN M. ABRAHAMS TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-12, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING AN ANNUAL COMMUNITY OUTDOOR MARKET ON OCTOBER 5, 2019 (RAINDATE OCTOBER 6, 2019).

WHEREAS, Kevan M. Abrahams, Nassau County Legislator, 1550 Franklin Avenue, Mineola, New York 11501 (the "Nassau County Legislator") had requested to use Town of Hempstead Parking Field BA-12, Baldwin, New York for the purpose of holding an annual Community Outdoor Market (the "Market") on October 5, 2019 (Rain date October 6, 2019); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Nassau County Legislator to use Town of Hempstead Parking Field BA-12, Baldwin, New York for the purpose of holding the Market is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE MORTON CIVIC ASSOCIATION, INC., FRANKLIN SQUARE, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD FS-9, FRANKLIN SQUARE, FOR THE PURPOSE OF HOLDING A TRUNK SHOW ON OCTOBER 20, 2019.

WHEREAS, the Morton Civic Association, Inc., c/o Joseph Romeo, President, 672 Dogwood Avenue, Franklin Square, New York 11010 had requested to use Town of Hempstead Parking Field FS-9, Franklin Square, New York for the purpose of holding a Trunk Show on October 20, 2019 (the "Show"); and

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

NOW, THEREFORE BE IT

RESOLVED, that permission granted to the Morton Civic Association, Inc. , c/o Joseph Romeo, President, 672 Dogwood Avenue, Franklin Square, New York 11010 to use Town of Hempstead Parking Field FS-9, Franklin Square, New York for the purpose of holding the Show is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE MERRICK CHAMBER OF COMMERCE TO USE TOWN OF HEMPSTEAD PARKING FIELD M-7, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING THE MERRICK MARKETPLACE ON OCTOBER 12, 2019.

WHEREAS, the Merrick Chamber of Commerce, P.O. Box 53, Merrick, New York 11566 c/o Femy Aziz, President had requested to use Town of Hempstead Parking Field M-7, Merrick, New York for the purpose of holding the Merrick Marketplace on October 12, 2019 (the "Marketplace"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Merrick Chamber of Commerce, P.O. Box 53, Merrick, New York 11566 c/o Femy Aziz, President to use Town of Hempstead Parking Field M-7, Merrick, New York for the purpose of holding the Marketplace is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE SEAFORD CHAMBER OF COMMERCE SEAFORD, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD S-5, SEAFORD, NEW YORK FOR THE PURPOSE OF HOLDING A FOOD TRUCK FESTIVAL ON OCTOBER 5, 2019.

WHEREAS, the Seaford Chamber of Commerce, c/o Kenneth Jacobson, P.O. Box 1634, Seaford, New York 11783 had requested permission to use Town of Hempstead Parking Field S-5, Seaford, New York for the purpose of holding a Food Truck Festival on October 5, 2019; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Seaford Chamber of Commerce, c/o Kenneth Jacobson, P.O. Box 1634, Seaford, New York 11783 to use Town of Hempstead Parking Field S-5, Seaford, New York for the purpose of holding the Festival is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE SEAFORD CHAMBER OF COMMERCE SEAFORD, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD S-5, SEAFORD, NEW YORK FOR THE PURPOSE OF HOLDING A FOOD TRUCK FESTIVAL ON JUNE 22, 2019, JULY 6, 2019, JULY 20, 2019, AUGUST 10, 2019 AND AUGUST 24, 2019.

WHEREAS, the Seaford Chamber of Commerce, c/o Kenneth Jacobson, P.O. Box 1634, Seaford, New York 11783 had requested permission to use Town of Hempstead Parking Field S-5, Seaford, New York for the purpose of holding a Food Truck Festival on June 22, 2019, July 6, 2019, July 20, 2019, August 10, 2019 and August 24, 2019; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Seaford Chamber of Commerce, c/o Kenneth Jacobson, P.O. Box 1634, Seaford, New York 11783 to use Town of Hempstead Parking Field S-5, Seaford, New York for the purpose of holding the Festival is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE YOUTH EMPOWERMENT INSTITUTE, INC., EAST MEADOW, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD U-1, UNIONDALE, FOR THE PURPOSE OF HOLDING THE AFRICAN HERITAGE AWARENESS DAY FESTIVAL ON OCTOBER 5, 2019 (RAINDATE OCTOBER 6, 2019).

WHEREAS, the Youth Empowerment Institute, Inc., 2570 Hempstead Turnpike, East Meadow, New York 11554 Attention: Allah S. Mathematics had requested permission to use Town of Hempstead Parking Field U-1, Uniondale, New York for the purpose of holding the African Heritage Awareness Day Festival on October 5, 2019 (Raindate October 6, 2019); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Youth Empowerment Institute, Inc., 2570 Hempstead Turnpike, East Meadow, New York 11554 Attention: Allah S. Mathematics to use Town of Hempstead Parking Field U-1, Uniondale, New York for the purpose of holding the Festival is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE WANTAGH FIRE DEPARTMENT, WANTAGH, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELDS WA-1 AND WA-3, WANTAGH, NEW YORK FOR THE PURPOSE OF HOLDING AN ANNUAL FIRE PREVENTION OPEN HOUSE ON OCTOBER 26, 2019.

WHEREAS, the Wantagh Fire Department, c/o Joseph C. Gross, III, Chief of Department, 2995 Jerusalem Avenue, Wantagh, New York 11793 had requested permission to use Town of Hempstead Parking Fields WA-1 and WA-3, Wantagh, New York for the purpose of holding an Annual Fire Prevention Open House on October 26, 2019; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Wantagh Fire Department, c/o Joseph C. Gross, III, Chief of Department, 2995 Jerusalem Avenue, Wantagh, New York 11793 to use Town of Hempstead Parking Fields WA-1 and WA-3, Wantagh, New York for the purpose of holding an Annual Fire Prevention Open House is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO STATE SENATOR JOHN BROOKS TO USE TOWN OF HEMPSTEAD PARKING FIELDS WA-7 AND WA-8 WANTAGH, NEW YORK FOR THE PURPOSE OF HOLDING THE STUFF-A-BUS FOOD DRIVE ON SEPTEMBER 21, 2019 AND SEPTEMBER 28, 2019.

WHEREAS, John Brooks, New York State Senator, 5550 Merrick Road, Massapequa, New York 11758 (the "State Senator") had requested to use Town of Hempstead Parking Fields WA-7 and WA-8, Wantagh, New York for the purpose of holding the Stuff-A-Bus Food Drive on September 21, 2019 and September 28, 2019; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the New York State Senator to use Town of Hempstead Parking Fields WA-7 and WA-8, Wantagh, New York for the purpose of holding the Food Drive is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE LONG ISLAND BUICK CLUB, BOHEMIA, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD WA-9, WANTAGH, NEW YORK FOR THE PURPOSE OF HOLDING A CAR SHOW ON NOVEMBER 3, 2019.

WHEREAS, the Long Island Buick Club, c/o Martin Jablonsky, 2588 Neptune Avenue, Seaford, New York 11783 had requested permission to use Town of Hempstead Parking Field WA-9, Wantagh, New York for the purpose of holding a Car Show November 3, 2019); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Long Island Buick Club, c/o Martin Jablonsky, 2588 Neptune Avenue, Seaford, New York 11783 to use Town of Hempstead Parking Field WA-9, Wantagh, New York for the purpose of holding the Car Show is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE WOODMERE FIRE DISTRICT, WOODMERE, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD W-3, WOODMERE, NEW YORK FOR THE PURPOSE OF HOLDING FIRE PREVENTION DAY ON OCTOBER 6, 2019.

WHEREAS, the Woodmere Fire District, c/o Ronna Rubenstein, 20 Irving Place, Woodmere, New York 11598 had requested permission to use Town of Hempstead Parking Field W-3, Woodmere, New York for the purpose of holding Fire Prevention Day on October 6, 2019; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Woodmere Fire District, c/o Ronna Rubenstein, 20 Irving Place, Woodmere, New York 11598 to use Town of Hempstead Parking Field W-3, Woodmere, New York for the purpose of holding Fire Prevention Day is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION REJECTING BIDS
AND AUTHORIZING RE-BID FOR THE
SPRAY PAD AT VETERANS MEMORIAL PARK,
EAST MEADOW, NEW YORK (PW #37-18Re-Bid)**

WHEREAS, the Commissioner of General Services, on behalf of the Department of Parks and Recreation, advertised for bids for the contract in connection with the Spray Pad at Veterans Memorial Park, East Meadow, NY, PW #37-18 Re-Bid, and

WHEREAS, the bids set forth immediately below, submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on June 28, 2019, at 11 o'clock in the forenoon:

Contractor:	Total:
Bensin Contracting	\$368,230.00
652 Union Ave. PO Box 388	
Holtsville, NY 11742	
A.I.I. Allen Industries, Inc.	\$386,470.00
510 Broadway	
Amityville, NY 11701	
Philip Ross Industries	\$447,435.00
88 Duryea Road Ste. 204	
Melville, NY 11747	

and;

WHEREAS, the bids submitted were higher than budget allotments for this particular project; and

WHEREAS, in the interest of obtaining a bid that may fall within project budget guidelines, the Commissioner of the Department of Parks & Recreation recommends to this Town Board that the above bids be rejected and that the Department of Parks and Recreation be authorized to redesign and re-bid the Spray Pad at Veterans Memorial Park, East Meadow, New York.

NOW, THEREFORE, BE IT

RESOLVED, that the above listed bids be and the same hereby are rejected and that the Department of Parks & Recreation be and hereby is authorized to redesign and rebid the proposed project for the Spray Pad at Veterans Memorial Park, East Meadow, New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

16905

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING CERTAIN DESIGNATED EMPLOYEES IN THE DEPARTMENT OF PARKS AND RECREATION TO HAVE AN ANNUAL MEMBERSHIP IN THE NEW YORK STATE RECREATION AND PARKS SOCIETY

WHEREAS, the New York State Recreation and Parks Society, located at Saratoga Spa State Park, 19 Roosevelt Drive, Suite 200, Saratoga Springs, N.Y. 12866, offers annual membership to professionals interested in being informed of events through networking at the local, state and national levels; and

WHEREAS, the employees named below desire to be members of the New York State Recreation and Parks Society; and

WHEREAS, this membership relates to the performance of their respective duties within the Department of Parks and Recreation; and

WHEREAS, the following named employees are seeking annual membership in the New York State Recreation and Parks Society:

Daniel Lino - Commissioner
Raymond Rhoden - Deputy Commissioner
Kyle Meegan - Deputy Commissioner
Nasrin Ahmad - Deputy Commissioner
Matthew Biscardi - Landscape Architect II

and

WHEREAS, the amount for this annual membership is \$425.00 in the aggregate for all of the aforementioned employees for the period 2/1/2019 through 1/31/2020.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and is hereby authorized to approve such annual membership for the aforementioned employees and that the amount of \$425.00 be accepted and be charged against Parks and Recreation code 400-007-7110-4040 - Office Expense.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case #

11305

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 \$5,000 FROM HERE TODAY, PEACHTREE CINEMA 7, LLC AND ALLOCATE SAID DONATION TO SUBSIDIZE THE TOWN'S 2019 SUMMER CONCERT SERIES

WHEREAS, Here Today, Peachtree Cinema 7, LLC. with offices at 115 Broadway Street, New York, NY 10006 and an independent third party without affiliation of any kind with the Town, recently sought and received permission from the Town to film a portion of the independent film "Here Today" (and park related film crew vehicles) at the Town's Point Lookout facility; and

WHEREAS, the Department of Parks and Recreation has historically requested modest financial donations from companies seeking to film on Town of Hempstead Parks property; and

WHEREAS, with respect to the filming of "Here Today" the Department of Parks and Recreation suggested and Here Today, Peachtree Cinema 7, LLC agreed, to make a donation in the sum of \$5,000.00 (the "Donation") to the Town; and

WHEREAS, the Commissioner of the Department of Parks and Recreation respectfully recommends that this Town Board accept the Donation from Here Today, Peachtree Cinema 7, LLC and further recommends that said Donation be allocated for the benefit of the Town's 2019 Summer Concert Series; and

WHEREAS, the Town desires to accept the Donation for the purpose of subsidizing the Town's 2019 Summer Concert Series.

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead hereby agrees to accept the Donation from Here Today, Peachtree Cinema 7, LLC for the express purpose of subsidizing the Town's 2019 Summer Concert Series; and

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and hereby is authorized to deposit the \$5,000.00 Donation into the Contributions Account (#400-007-7110-2705).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10

Case # 21943

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXTENSION OF A BEACH VOLLEYBALL PROGRAMMING LICENSE AGREEMENT WITH SPORTIME CLUBS, LLC. FOR A SECOND YEAR

WHEREAS, pursuant to Resolution No. 106-2019 adopted on February 5, 2019, this Town Board approved the Town entering into a License Agreement with Sportime Clubs, LLC ("Sportime") for the purpose of Sportime furnishing beach volleyball programming at Town Park Point Lookout and Seaman's Neck Park; and

WHEREAS, said License Agreement dated February 5, 2019 provided for an initial term of one year with the possibility of two one-year extensions; and

WHEREAS, both executives of Sportime and the Commissioner of the Department of Parks and Recreation have agreed that the volleyball programs offered under the first year of the License Agreement (May 1, 2019-August 31, 2019) were both well received by the Town's residents and an overall a resounding success; and

WHEREAS, the Commissioner of the Department of Parks and Recreation accordingly recommends to this Town Board that the License Agreement with Sportime be extended for a second year pursuant to the terms and conditions set forth in the License Agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the subject extension of that certain License Agreement between the Town and Sportime for the rendering of beach volleyball programming at Point Lookout Town Park and Seaman's Neck Park be and hereby is approved for a second year running from May 1, 2020 through August 31, 2020.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 30065

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT
OF BUILDINGS TO ISSUE A BUILDING PERMIT
WITH A FEE "CAP" IN CONNECTION WITH
BUILDING PERMIT APPLICATION NO. 201914050,
FOR THE OCEANSIDE FIRE DISTRICT FOR
PROPOSED HIGH ANTENNA AND REMOVAL OF
EXISTING ANTENNA ON TOP OF EXISTING 30'
BUILDING LOCATED AT 65 FOXHURST ROAD,
OCEANSIDE, TOWN OF HEMPSTEAD, COUNTY OF
NASSAU, NEW YORK.

WHEREAS, the Oceanside Fire District has filed
Building Permit Application No. 201914050 with the
Department of Buildings of the Town of Hempstead for
proposed high antenna and removal of existing antenna on
top of existing 30' building located at 65 Foxhurst Road,
Oceanside, NY; and

WHEREAS, the Oceanside Fire District has requested
consideration for an exemption from payment of full fees in
connection with Building Permit Application No. 201914050;
and

WHEREAS, this Town Board deems it to be in the public
interest for an exemption from payment of full fees in
connection with Application No. 201914050;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$500.00 is hereby fixed
regarding Building Permit Application No. 201914050 for
proposed high antenna and removal of existing antenna on
top of existing 30' building located at 65 Foxhurst Road,
Oceanside, NY.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 12

Case # 10315

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT
OF BUILDINGS TO ISSUE A BUILDING PERMIT
WITH A FEE "CAP" IN CONNECTION WITH
BUILDING PERMIT APPLICATION NO. 201920558,
FOR THE OCEANSIDE FIRE DISTRICT FOR
PROPOSED 130' MONOPOLE AND FOUNDATION AT
PREMISES LOCATED AT 88 MOTT STREET,
OCEANSIDE, TOWN OF HEMPSTEAD, and COUNTY OF
NASSAU, NEW YORK.

WHEREAS, the Oceanside Fire District has filed
Building Permit Application No. 201920558 with the
Department of Buildings of the Town of Hempstead for
proposed 130' monopole and foundation at premises located
at 88 Mott Street, Oceanside, NY; and

WHEREAS, the Oceanside Fire District has requested
consideration for an exemption from payment of full fees in
connection with Building Permit Application No. 201920558;
and

WHEREAS, this Town Board deems it to be in the public
interest for an exemption from payment of full fees in
connection with Application No. 201920558;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$500.00 is hereby fixed
regarding Building Permit Application No. 201920558 for
proposed 130' monopole and foundation at premises located
at 88 Mott Street, Oceanside, NY.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 13

Case # 10315

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE EMERGENCY INSPECTION AND STEAMING/CHEMICAL TREATMENT FOR THE CONTROL AND PREVENTION OF BED BUGS AT VARIOUS FACILITIES, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Commissioner of General Services (the "Commissioner") has jurisdiction over 200 North Franklin Street and 50 Clinton Street, Town of Hempstead, Nassau County, New York (the "Facilities"); and

WHEREAS, it was deemed necessary to retain the services of A-Expert Extermination & Termite Control Co., Inc.(the "Contractor") , to perform an emergency inspection and steaming chemical treatment for the control and prevention of bed bugs at the Facilities (the "Services"); and

WHEREAS, the Contractor was duly qualified to perform the Services; and

WHEREAS, the Services were performed by the Contractor at a cost of \$27,720.00 (Twenty Seven Thousand Seven Hundred Twenty Dollars) which amount was deemed fair and equitable by the Commissioner; and

WHEREAS, this Board found it to be in the best interests of the Town to have retained the Contractor to provide the Services.

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller is authorized to pay a total not to exceed \$27,720.00 (Twenty Seven Thousand Seven Hundred Twenty Dollars) to A-Expert Extermination & Termite Control Co., Inc., 1782 Coney Island Avenue, Brooklyn, New York 11230 and the sum is to be charged against Department of General Services Account No. 010-001-1490-4090, Building Maintenance as follows: 200 North Franklin Street - \$23, 970.00 (Twenty Three Thousand Nine Hundred Seventy Dollars); 50 Clinton Street - \$3,750.00 (Three Thousand Seven Hundred Fifty Dollars) for a total of \$27,720.00 (Twenty Seven Thousand Seven Hundred Twenty Dollars).

D

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 141672

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDING PURCHASE CONTRACT #99 – 2019 FOR THE YEARLY REQUIREMENTS FOR TOWN OF HEMPSTEAD STOP THROWING OUT POLLUTANTS (S.T.O.P.) PROGRAM 2020

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation, advertised for the Yearly Requirements for Town of Hempstead Stop Throwing Out Pollutants (S.T.O.P.) Program 2020; and

WHEREAS, said bids were received and opened on October 4, 2019 with the following results:

<u>Name and Address of Bidder</u>	<u>Bid Proposal Amount</u>
Radiac Research Corp. 261 Kent Avenue Brooklyn, New York 11249	Unit Price: \$34,890.00 \$ 348,900.00 (10 programs) \$ 279,120.00 (8 programs)
MXI 297 Zimmerman Lane Langhorne, Pennsylvania 19047	Unit Price \$49,500.00 \$ 495,000.00 (10 programs) \$ 396,000.00 (8 programs)

WHEREAS, it has been determined that the lowest responsible and responsive bidder is Radiac Research Corp., 261 Kent Avenue, Brooklyn, New York 11249; and

WHEREAS, the initial term of the award shall be for one (1) year with ten (10) events to be held between March, 2020 and December, 2020; and

WHEREAS, the Town of Hempstead at its sole option may offer to extend this contract for two (2) additional years in one (1) year increments upon the same terms and conditions and Radiac Research Corp. shall have the right to reject the extension if done so in accordance with the terms of the contract; and

WHEREAS, during the extension terms the Town may opt to only have 8 programs; and

WHEREAS, the Commissioner of Sanitation recommends said bid is in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor, be and is hereby authorized to award Purchase Contract #99 – 2019 for the Yearly Requirements for Town of Hempstead Stop Throwing Out Pollutants (S.T.O.P.) Program 2020 to Radiac Research Corp., 261 Kent Avenue, Brooklyn, New York 11249; and

Item # 15

Case # 4670

BE IT FURTHER

RESOLVED, that all monies due and owing in connection with this contract shall be paid out of Refuse Disposal District Other Disposal Fees Account #301-0006-03010-4590.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following

resolution

and moved its adoption:

**RESOLUTION AUTHORIZING PAYMENT TO TVEYES INC.
FOR NEAR REAL TIME MEDIA MONITORING SERVICES.**

WHEREAS, the Town's Communication office requires the use of a near real time media search engine with unlimited storage; and

WHEREAS, TVEyes Inc. agreed to provide the Town with one year of media monitoring services commencing on July 1, 2019 (the "Services") in consideration of \$2,400.00 (the "Payment"); and

WHEREAS, TVEyes Inc. is duly qualified to perform the Services; and

WHEREAS, it has been recommended that the Town Board ratify the Services and authorize the Payment; and

WHEREAS, this Board finds it in the best interests of the Town to ratify the Services and authorize the Payment.

NOW, THEREFORE, BE IT

RESOLVED, that the Services are ratified and the Payment is authorized; and be it further

RESOLVED, that the Comptroller be and hereby is authorized and directed to pay a total not to exceed \$2,400.00 to TVEyes Inc., and the sum is to be charged against the Account Number 010-004-6410-4330.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

Case #

16560

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING THE LIST OF DESIGNATED
NEWSPAPERS FOR PUBLICATION OF NOTICES, RESOLUTIONS, ORDINANCES
AND/OR LOCAL LAWS BY THE TOWN CLERK DURING THE YEAR 2020**

WHEREAS, the Town Board must designate certain newspapers for the publication of notices, resolutions, or ordinances and local laws as may be requires by law, or directed by this Board; and

WHEREAS, the Town Board is required to publish said notices, resolutions, or ordinances and local laws, and wishes to do so as cost effectively as possible in the calendar year 2020;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Clerk is hereby authorized and directed to publish such notices, resolutions or ordinances and local laws as may be required by law or directed by the Board in calendar year 2020, in the Long Island Business news, 2150 Smithtown Avenue, Suite 7, Ronkonkoma, NY 11779; and be it further,

RESOLVED, that the Town may publish such notices, resolutions or ordinances and local laws as may be required by law or directed by the Board in the following newspapers:

- Baldwin Herald, 2 Endo Blvd., Garden City, NY 11530
- Bellmore Herald Life, 2 Endo Blvd., Garden City, NY 11530
- East Meadow Beacon, 5 Center St., Hempstead, NY 11550
- East Meadow Herald, 2 Endo Blvd., Garden City, NY 11530
- Five Towns Jewish Home, PO Box 266, Lawrence, NY 11559
- Floral Park Bulletin, P.O. Box 227, Floral Park, NY 11001
- Franklin Square Bulletin, P.O. Box 227, Floral Park, NY 11001
- Franklin Square/Elmont Herald, 2 Endo Blvd., Garden City, NY 11530
- Freeport Herald Leader, 2 Endo Blvd., Garden City, NY 11530
- Garden City Life, 132 East Second St., Mineola, NY 11501
- Hempstead Beacon, 5 Center St., Hempstead, NY 11550
- Levittown Tribune, 132 East Second St., Garden City, NY 11530
- Long Beach Herald, 2 Endo Blvd., Garden City, NY 11530
- Long Island Business News, 2150 Smithtown Ave., Suite 7, Ronkonkoma, NY 11779
- Lynbrook/East Rockaway Herald, 2 Endo Blvd., Garden City, NY 11530
- Malverne/West Hempstead Herald, 2 Endo Blvd., Garden City, NY 11530
- Merrick Herald Life, 2 Endo Blvd., Garden City, NY 11530
- Mid Island Times and Levittown Times, 821 Franklin Ave., Suite 208, Garden City, NY 11530
- Nassau Herald, 2 Endo Blvd., Garden City, NY 11530
- New Hyde Park Illustrated, 132 East Second St., Mineola, NY 11501
- Oceanside/Island Park Herald, 2 Endo Blvd., Garden City, NY 11530
- Rockville Centre Herald, 2 Endo Blvd., Garden City, NY 11530
- Seaford Herald Citizen, 2 Endo Blvd., Garden City, NY 11530
- South Shore Tribune, 4 California Pl. N. , Island Park, NY 11558
- The Garden City News, 821 Franklin Ave., Suite 208, Garden City, NY 11530
- The Gateway, Box 227, Floral Park, NY 11001
- The Jewish Star, 2 Endo Blvd., Garden City, NY 1153
- Uniondale Beacon, 5 Center St., Hempstead, NY 11550
- Valley Stream Herald, 2 Endo Blvd., Garden City, NY 11530
- Wantagh Herald Citizen 2 Endo Blvd., Garden City, NY 11530

Item #

17

Case #

29454

-Westbury Times, 132 East Second St., Mineola, NY 11501
-West Hempstead Beacon, 5 Center St., Hempstead, NY 11550
-5 Towns Jewish Times, P.O. Box 690, Lawrence, NY 11559

And be it further,

RESOLVED, that the Town Clerk may publish such notices, resolutions or ordinances and local laws as may be required by law or directed by the Board in the above listed newspapers; and be it further,

RESOLVED, the above listed publications shall be the only publications utilized for these purposes by the Town of Hempstead in the calendar year 2020 unless otherwise directed by the Town Board; and be it further,

RESOLVED, the Comptroller be and hereby is authorized to pay for the cost of publishing such notices when necessary as described herein and shall be charged against and paid from the appropriate departmental accounts.

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 ACCEPTANCE OF A PROPOSAL FROM GTECNHA, A DIVISION OF ACCEO SOLUTIONS INC., TO PROVIDE SOFTWARE SUPPORT FOR THE TOWN'S ELECTRONIC PARKING CITATION/LPR SYSTEM.

WHEREAS, the Town of Hempstead Department of Public Safety has instituted an electronic parking citation/LPR system for the Department of Public Safety to enforce Town codes, and

WHEREAS, Gtechna, a division of ACCEO Solutions, Inc., in a proposal has offered to provide a Software Support Plan for the Department of Public Safety's electronic parking citation/LPR system for a period of one (1) year from April 2, 2019 through March 31, 2020. Coverage will include upgrades and all technical support via telephone and emails; and the fee for this Support Plan is \$6,570.00; and

WHEREAS, Gtechna is the developer and owner of the copyright to the applications utilized by the Town of Hempstead Department of Public Safety and is the sole source provider for purchase of additional software licenses and related services, including annual support for the Gtechna applications; and

WHEREAS, the Commissioner of the Department of Public Safety deems such agreement reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Public Safety be and hereby is authorized to accept the aforesaid proposal submitted by Gtechna, 334 Cornelia Street, Suite 549, Plattsburgh, New York, 12901, and to make payment from the Department of Public Safety Maintenance of Equipment Account 010-002-3120-4030 in the amount of \$6,570.00 for the renewal period.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Case #

13671

Adopted:

offered the following resolution

and moved its adoption:

(19-2)
RESOLUTION AND ORDER DIRECTING
CONSTRUCTION OR RECONSTRUCTION
OF SIDEWALK AREA ALONG CERTAIN STREETS
IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NY

WHEREAS, in the interest of public safety and convenience it has been recommended that sidewalk area be constructed or reconstructed on the streets and at the locations as set forth in the order attached hereto; in the Town of Hempstead, Nassau County, NY;

NOW THERE BE IT RESOLVED, that this Town Board adopt an order requiring the owners of property abutting the streets and at the locations set forth in the order attached hereto to construct or reconstruct the sidewalk area in front of their property, which order adopted herewith and made a part hereof shall read as follows:

At a regular meeting of the
Town Board of the Town of
Hempstead, Nassau County,
N.Y. held at the Town Hall
Plaza, Main St., Hempstead,
New York, on the

2019

P R E S E N T:

A B S E N T:

- | | |
|------------------------|----------------|
| Laura A. Gillen, | Supervisor |
| Dorothy L. Goosby, | Council Member |
| Bruce A. Blakeman, | “ |
| Anthony P. D'Esposito, | “ |
| Dennis Dunne, Sr., | “ |
| Thomas E. Muscarella | “ |

----- X

IN THE MATTER OF

DIRECTING ADJACENT OWNERS TO CON- :
STRUCT OR RECONSTRUCT SIDEWALK AREA :
ALONG CERTAIN STREETS IN THE TOWN :
OF HEMPSTEAD, NASSAU COUNTY, N.Y. :

----- X

Item # 19

Case # 6365

WHEREAS, in the interest of public safety and convenience it has been recommended that sidewalk area be constructed on streets and at locations as set forth below; and

WHEREAS, after due investigation this Board believes that it is in the public interest to construct or reconstruct sidewalk area in front of properties hereinafter set forth; NOW, THEREFORE, BE IT

RESOLVED, that this Town Board adopt an order requiring the owners of property here in below set forth to construct or reconstruct the sidewalk area in front of their property, and BE IT FURTHER,

RESOLVED, ORDERED AND DETERMINED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD AS FOLLOWS:

Section 1. That the reputed owners of property designated in the Notice hereinafter set forth and made a part of this order be and they are hereby directed to construct or reconstruct the sidewalk area along the street on which their designated premises abut; that the same be constructed or reconstructed for the welfare and protection of the public; and that the same be constructed or reconstructed by and at the expense of the adjacent abutting property owners or their duly authorized agents pursuant to the provisions of the Sidewalk Ordinance of the Town of Hempstead; such work to be completed within thirty (30) days from the date of Notice as hereinafter prescribed.

Section 2. The form of the Notice containing the names of the reputed property owner affected with their addresses and location of the properties where sidewalks are required to be constructed or reconstructed according to the Section, Lot and Block numbers as shown on the Nassau County Land and

<u>OWNER</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT(S)</u>
PAMELA G. KRUSE 2250 LANCASTER AVE Baldwin, NY 11510-3020	54	466	00090
EUNICE J HYSONS 894 WASHINGTON ST Baldwin, NY 11510-4635	54	407	00240
BRENDA & STUART EICHLER 2597 BELMILL LN Bellmore, NY 11710-4534	63	293	00060
LORI SUMMERS 2665 CENTRE AVE Bellmore, NY 11710-3448	63	293	00130
TERRY CEMBRALE 3740 STOKES AVE Bethpage, NY 11714-4132	46	412	00760
MICHAEL MORRONE 308 ERNEST CT East Meadow, NY 11554-3509	51	468	00100
JOSEPH H. WHITTON 2734 FALCON ST East Meadow, NY 11554-4320	51	020	05410
FRANK MARASCIA 602 GARNER PL East Meadow, NY 11554-4415	50	520	00220
MELISSA FRAGIORGI 1620 MIDLAND DR East Meadow, NY 11554-5022	50	480	00130
EUCEDA-RIOS DANIEL 2156 PROSPECT AVE East Meadow, NY 11554-1943	50	381	00130

MICHAEL SERPICO 852 SHARI LN East Meadow, NY 11554-4618	50	533	00460
FLAUMENBAUM DANIEL 857 STRATFORD DR East Meadow, NY 11554-4723	50	411	00080
VINCENT WISCOVITCH 882 STRATFORD DR East Meadow, NY 11554-4721	50	390	00430
FRED J. CARDINALE & 894 STRATFORD DR East Meadow, NY 11554-4721	50	390	00060
MENDELSON LEE & SHELIA 827 SURREY DR East Meadow, NY 11554-4728	50	390	00210
KATHRYN NARDELLA 819 SURREY DR East Meadow, NY 11554-4728	50	390	00220
WILLIAM O'LEARY 2612 SUSAN DR East Meadow, NY 11554-3529	51	434	00030
GENNARO GALIANO 1563 WARREN ST East Meadow, NY 11554-2325	50	058	00200
MARIE MARTINEZ 207 BILTMORE AVE Elmont, NY 11003-1537	32	406	01090
NEGRON RAYMOND & NANCY 368 RANDALL AVE Elmont, NY 11003-3106	32	673	01300
FRANK LOVERDE 1335 ROSSER AVE Elmont, NY 11003-3244	32	552	00010
HUGHES BLANKING 888 GARFIELD ST Franklin Sq, NY 11010-3730	33	417	00060
VAN WIE LE P VANWIE ETAL, J & F 181 GOLDENROD AVE Franklin Sq, NY 11010-4418	33	443	01060
NORMAN & ANN MCDERMOTT 836 JACKSON AVE Franklin Sq, NY 11010-2110	35	544	00010
ORLI GLATT 1155 E BROADWAY Hewlett, NY 11557-2403	41	001	06110
PANTANO MICHAEL 57 HARRIS AVE Hewlett, NY 11557-1309	39	446	00120
CARYN & STEVEN ARONS 105 HARRIS AVE Hewlett, NY 11557-1309	39	446	00720
ALEKSANDR PAKHOMOV 173 HARRIS AVE Hewlett, NY 11557-1311	39	446	00890
WARDLE EDWARD & STACY 120 MIDGELY DR Hewlett, NY 11557-2412	41	001	01140

PERL CHERYL 1348 NOEL AVE Hewlett, NY 11557-1307	39	074	02840
BRENNAN DONNA 36 FALCON LN Levittown, NY 11756-2107	45	245	00190
MICHAEL J MCMAHON 95 HILLTOP RD Levittown, NY 11756-2213	45	160	00010
THOMAS LYNCH 3846 MILLER PL Levittown, NY 11756-5751	51	334	00500
LILIANN M DECONGILIO 3852 MILLER PL Levittown, NY 11756-5751	51	334	00490
DE GREGORIO MATTHEW J & MARYANNE 6 PENNY LN Levittown, NY 11756-3912	51	183	00020
MR. & MRS. CARL PORTOGHESE 70 RIDGE LN Levittown, NY 11756-1151	51	097	00050
BRIAN CHICHOTKY 95 SHEPHERD LN Levittown, NY 11756-4122	46	393	00030
MARILYN BRAUNSTEIN 167 SPRINGTIME LN N Levittown, NY 11756-4456	51	249	00170
JULIE HOROWITZ 2861 BAY DR Merrick, NY 11566-4602	62	194	00470
MARIANNE VIGNOLA 2166 CAMERON AVE Merrick, NY 11566-2106	56	034	09760
CHRISTOPHER CATALANO 1490 HENDRICKSON AVE Merrick, NY 11566-2119	56	034	09830
STEVEN M. KAPLAN 2356 HEWLETT AVE Merrick, NY 11566-3907	56	175	01310
BARRY SCHOSID 1865 JULIAN LN Merrick, NY 11566-5201	62	207	00130
JEANNE & PETER SLOWIK 1256 LITTLE WHALENECK RD Merrick, NY 11566-1618	56	431	00120
ROSA PENA 1233 POWELL AVE Merrick, NY 11566-1812	56	010	07660
STONE PHYLLIS 2103 VINE DR Merrick, NY 11566-5511	63	320	00130
HORNE ROCHELLE 3195 WYNSUM AVE Merrick, NY 11566-5543	63	324	00010
RAYMOND L BRAUN, JR 822 BECKMAN DR N Bellmore, NY 11710-1343	51	531	00080

JENNIFER PARCHMENT 1595 BELLMORE RD N Bellmore, NY 11710-3751	56	476	00720
MARGARET BARLEY 2366 BENNETT AVE N Bellmore, NY 11710-2506	56	138	00010
GALLAGHER CAROL E TRUST 2510 COLUMBUS AVE N Bellmore, NY 11710-1712	51	523	00390
ANTONIO & PAULINA DALLARIS 2621 GRANT BLVD N Bellmore, NY 11710-2303	56	503	00170
COLLIN PASSMAN 2499 HOWARD RD N Bellmore, NY 11710-1909	51	519	00040
JENNIFER HONERKAMP 2156 JACKSON PL N Bellmore, NY 11710-1105	50	283	02330
MATTHEW P BURR 1141 LITTLE WHALENECK RD N Merrick, NY 11566-1437	50	373	00020
MICHELINE GATTEREAU 780 E CARL AVE North Baldwin, NY 11510-1901	36	534	00310
BLIDI STEMN 1377 EXETER ST North Baldwin, NY 11510-1306	36	228	01070
RICHARD ADAMS 864 SCHUMAN PL North Baldwin, NY 11510-2033	36	482	01630
ADRIAN THIBODEAU 577 TENNYSON AVE North Baldwin, NY 11510-2217	36	417	00630
ANDREA R REED 174 ALLEN AVE Oceanside, NY 11572-1515	54	167	01240
FUCHS CHRISTOPHER J & COLLEN 2873 ARNOLD AVE Oceanside, NY 11572-2032	38	L	00350
CRIVELLI SALVATORE & CAMILLE 2609 CLOVERMERE RD Oceanside, NY 11572-1304	38	533	00050
SUZANNE GIMPEL 2918 DAVIS ST Oceanside, NY 11572-2027	38	381	00630
HANCOCK CATHERINE TRUST 535 DERBY DR S Oceanside, NY 11572-2615	54	512	00150
ALAN YOSLOWITZ 3434 FAIRWAY RD Oceanside, NY 11572-5609	54	538	00100
OLEG KOTLYAR 247 GARDEN ST Oceanside, NY 11572-4317	54	264	00170
FRED & ARIELA WICHLER 3327 PARK AVE Oceanside, NY 11572-4348	54	430	00250

CAIRO ROBERT & LISA 3026 ROXBURY RD Oceanside, NY 11572-3236	38	371	01570
NICOLETTA GRABISCH 2921 STEVENS ST Oceanside, NY 11572-2139	38	381	00790
MICHAEL ACKER 255 THOMPSON AVE Oceanside, NY 11572-5056	43	342	00370
HAROLD GOLDSTEIN 278 THOMPSON AVE Oceanside, NY 11572-5018	43	294	00650
ANTHONY BOYKIN 1349 TANGLEWOOD RD Rockville Ctr, NY 11570-3521	38	123	00030
SCHWARTZ ROBERT & LINDA 500 WOODBRIDGE RD Rockville Ctr, NY 11570-1453	36	493	00080
WILLIAM SOTACK 539 MAY ST S Hempstead, NY 11550-7905	36	197	06710
LANDMAN WARREN & GLORIA 766 FLOWERDALE DR Seaford, NY 11783-1314	52	480	00110
EDWARD R LOOMIE 3904 FULTON AVE Seaford, NY 11783-2311	52	489	00100
REGINA MCPHERSON 513 HEATHCLIFF DR Seaford, NY 11783-1144	52	452	00010
HARRY & ANNETTE ZACHARIA 2417 MAPLE ST Seaford, NY 11783-2914	63	105	00420
VICTOR J IGNERI 170 ARCADIA AVE Uniondale, NY 11553-1312	50	041	02390
FRITZNER BIEN-AIME 384 BEDFORD AVE Uniondale, NY 11553-1856	34	496	03700
VIBERT ROSS 404 FENIMORE AVE Uniondale, NY 11553-1815	34	512	02170
FELIU LAWRENCE & CARMEN 470 WEBSTER AVE Uniondale, NY 11553-1838	34	496	03700
PIYUSH BHATIA 1054 MARTIN PL Valley Stream, NY 11580-1334	37	681	00040
NICOTRA DENNIS & I A 80 STUART AVE Valley Stream, NY 11580-1022	37	485	00060
DANIEL P & LUCILLE S BRADLEY 591 MAPLE ST W Hempstead, NY 11552-3315	35	647	00150
KENNETH F HAINES 459 MAXWELL ST W Hempstead, NY 11552-1920	35	312	01630

JACQUELINE R. SCHER 362 OAKFORD ST W Hempstead, NY 11552-3246	35	Q01	02140
ST THOMAS APOSTLE ROMAN CATHOLIC CHURCH 14 WESTMINSTER RD W Hempstead, NY 11552-1617	34	310	00130
SCHWARTZ MADELEINE 666 WILDWOOD RD W Hempstead, NY 11552-3410	35	617	00080
DANIEL KAPPEL 1633 BEECH ST Wantagh, NY 11793-3403	57	223	01560
FRANK PORPORA 3250 CHERRYWOOD DR Wantagh, NY 11793-1826	51	494	00150
HASSETT LINCOLN MERCURY 1886 SEAFORD AVE Wantagh, NY 11793-4014	57	100	00070
SAMIR & JINGA SHAH 2600 PARK ST Westbury, NY 11590-6406	45	399	02870
SANDRA M. RIOS 863 WESTBURY RD Westbury, NY 11590-5843	45	539	00120
ROSALYN GOLD 773 CENTRAL AVE Woodmere, NY 11598-2636	39	243	02200
KEVIN HAGLER 567 Rica Ln Woodmere, NY 11598	39	465	01170

IN DEFAULT OF CONSTRUCTION OR RECONSTRUCTION and completion of said sidewalk area as required by this Notice within the time above specified, the Town Board of said Town of Hempstead will cause such sidewalk area to be constructed or reconstructed and will assess the cost thereof against the aforesaid premises adjoining said sidewalk area in accordance with the provisions of law hereinabove set forth.

DATE:

The foregoing resolution was seconded by Council member

and adopted upon roll call as follows:

Resolution for sidewalk area work (19-2)

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION TOH CONTRACT#: 44B-2018 FOR:
YEARLY REQUIREMENTS FOR:

VETERINARY SERVICES (OFF SITE)

WHEREAS, the Division of Purchasing solicited proposals for TOH Contract#: 44B-2018, Yearly Requirements For: Veterinary Services (Off Site) (the "Contract"); and

WHEREAS,

Central Veterinary Associates
N.Y. Veterinary Specialty Clinic
Wantagh Animal Hospital, PC

were the successful bidders and were awarded a contract for the above referenced services from September 20, 2018 to September 15, 2019; and

WHEREAS, following an evaluation of the aforementioned contract it has been determined that an extension of this contract as contemplated in the specifications of said bid solicitation and contract award is warranted for the period of September 16, 2019 to September 15, 2020; and

WHEREAS, the Town Board has determined that this extension can be granted under the terms and conditions set forth and is in compliance with all applicable laws, ordinances and policies of the Town ;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension of TOH Contract#: 44B-2018, Yearly Requirements For: Veterinary Services (Off Site) for a period of September 16, 2019 to September 15, 2020 to:

Central Veterinary Associates, 73 West Merrick Road, Valley Stream, N.Y.11580
N.Y. Veterinary Specialty Clinic, 2233 Broad Hollow Road, Farmingdale, N.Y. 11732
Wantagh Animal Hospital PC, 1416 Wantagh Avenue, Wantagh, N.Y. 11793;
and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment of the monies due and owing in conjunction with this contract for a period as delineated, in an amount not to exceed Six Hundred Thousand Dollars (\$600,000.00) out of the General Services Account number 010-002-3510-49000.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 20

Case # 21646

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDING PUBLIC WORKS CONTRACT #15-2019 FOR PAVING IMPROVEMENTS AT MERRICK TRANSFER STATION

WHEREAS, PW #15-2019 for the Paving Improvements at Merrick Transfer Station; and

WHEREAS, said bids were received and opened on June 27, 2019, with the following results:

<u>Name</u>	<u>Bid Price</u>
Pioneer Landscaping & Asphalt Paving Inc. 168 Townline Road Kings Park, NY 11754	\$809,500.00 Alt. G-1 \$18,000.00
John McGowan and Sons 323 Glen Cove Avenue Sea Cliff, NY 11579	\$887,230.00 Alt. G-1 \$35,000.00
A.I.I. Allen Industries Inc. 510 Broadway Amityville, NY 11701	\$1,139,000.00 Alt. G-1 \$25,000.00

WHEREAS, for purposes of this bid Alt. G- 1 is Install a 4 foot high galvanized chain link fence along the rear of the paved area; and

WHEREAS, it has been determined that the bid submitted by Pioneer Landscaping & Asphalt Paving, Inc. (Pioneer) , 168 Townline Road, Kings Park, New York 11754 represents the lowest qualified bid which meets the qualifications proposed and is acceptable as stated: and

WHEREAS, the Commissioner of Sanitation, based on the recommendation of H2M Architects & Engineers, recommends said bid be awarded to Pioneer; and

WHEREAS, this Town Board upon recommendation of the Commissioner of Sanitation determines that it is in the public interest to award said bid to Pioneer;

NOW, THEREFORE, BE IT

RESOLVED, that Public Works Contract #15-2019 for Paving Improvements at the Merrick Transfer Station be awarded to Pioneer Landscaping & Asphalt Paving, Inc., 168 Townline Road, Kings Park, New York 11754; and

Item # 21

Case # 23041

BE IT FURTHER,

RESOLVED, that monies due and owing in connection with this contract be allocated and paid accordingly, \$505,000.00 is available in Refuse Disposal District Capital Fund 8665-508-8665-5010; \$115,291.38 is available in Refuse Disposal District Capital Fund 8644-508-8644-5010; \$108,221.12 is available in Refuse Disposal District Capital Fund 8676-508-8676-5010 and \$98,987.50 is available in Refuse Disposal District Capital Fund 8627-508-8627-5010 for a total expenditure of \$827,500.00.

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 DECLARING VEHICLES OF THE DEPARTMENT
OF GENERAL SERVICES, VEHICLE MAINTENANCE DIVISION,
OBSOLETE AND AUTHORIZING DISPOSAL THEREOF**

WHEREAS, the Commissioner of the Department of General Services (the "Commissioner") has advised this Board that certain vehicles (the "Vehicles") used by the Department of General Services, Vehicle Maintenance Division should be declared obsolete, as they are of little value and are no longer economically serviceable for their original purpose and have been replaced by new vehicles; and

WHEREAS, the Commissioner further advises that he believes that the Vehicles have salvage value; and

WHEREAS, the Commissioner recommends that the Vehicles, as described below, should be declared obsolete and disposed of after seeking receipt of salvage value:

Type	VIN #	Year
CHEVY IMPALA	2G1WF52E129332349	2002
CHEVY IMPALA	2G1WF52E729335949	2002
CHEVY IMPALA	2G1WF52E429331230	2002
FORD BUS	1FDXE45F32HB15387	2002
FORD F550	1FDAF56S83EB17966	2003
FORD F550 RACK	1FDAF56SX3EB17967	2003
CHEVY BOX TRUCK	1GCJP32J4J3315407	1987
FORD F550 AERIAL	1FDAF56P53EC75385	2003
FORD F550 AERIAL	1FDAF56P67EB40695	2007

RESOLVED, upon recommendation of the Commissioner, this Board finds that it is in the best interest of the Town that the Vehicles be declared obsolete and disposed of after seeking receipt of salvage value.

NOW, THEREFORE, BE IT

RESOLVED, that the Vehicles are hereby declared obsolete in their primary function in the Department of General Services, Vehicle Maintenance Division, and the Department is hereby authorized to dispose of the Vehicles after seeking receipt of salvage value.

The foregoing resolution was adopted upon roll call as follows:

AYES

Item #

22

NOES:

Case #

18081

CASE NO.

RESOLUTION NO.

Adoption:

offered the following resolution
and moved its adoption.

RESOLUTION AUTHORIZING THE SUPERVISOR
TO EXECUTE A CONTRACT FOR LIBRARY
SERVICES ON BEHALF OF THE BAY PARK
LIBRARY FUNDING DISTRICT WITH THE EAST
ROCKAWAY PUBLIC LIBRARY.

WHEREAS, on August 27, 2019, the Bay Park Library
Funding District conducted a special election to select a
vendor to provide library services and to approve a
contract and budget for the provision of such library
services; and

WHEREAS, as a result of the above described election,
the voters of the library district selected and approved
the East Rockaway Public Library and its proposal to
provide library services for a five year term (2020-2024)
at a first year annual cost of \$189,318.00 subsequently
adjusted by an annual cumulative cost of living adjustment
as stated in the contract; and

WHEREAS, it is in the public interest to express the
results of the special election in a written contract
executed by the Supervisor on behalf of the Bay Park
Library Funding District with the selected vendor.

NOW, THEREFORE,

BE IT RESOLVED, that the Supervisor be and hereby is
authorized to execute a contract on behalf of the Bay Park
Library Funding District a contract for library services
with the East Rockaway Public Library for a five year
annual term from January 1, 2020 until December 31, 2024 at
a first year annual cost of \$189,318.00 as subsequently
adjusted by a cumulative cost of living adjustment as
stated in the contract and the cost of the contract shall
be a charge against the Bay Park Library Funding District.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

23

Case #

25919

CONTRACT FOR
LIBRARY SERVICES
BETWEEN
THE BAY PARK LIBRARY FUNDING DISTRICT
AND
THE EAST ROCKAWAY PUBLIC LIBRARY

WHEREAS, Sections 255 and 256 of the Education Law provide that a public body may be created for the purpose of furnishing public library services by contracting for same; and

WHEREAS, pursuant to the provisions of Chapter 216 of the Laws of 1998 and the affirmative results of the special election held pursuant to said Session Law, there now exists the Bay Park Library Funding District which is authorized to obtain library services for its district residents by contracting for same; and

WHEREAS, the East Rockaway public library is a public library registered with and chartered by the Board of Regents of the University of the State of New York and as such is legally eligible to provide public library services to library district residents on a contractual basis;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Parties

a. The party contracting for library services is the "Bay Park Library Funding District" which is hereinafter referred to as "The District." The District is an improvement district of the Town of Hempstead, which acts by and through the Town Board of the Town of Hempstead. The address for the District is c/o The Town Clerk, One Washington Street, Hempstead, New York 11550.

b. The party providing library services is the "East Rockaway Public Library" which is hereinafter referred to as "The Library." The Library is an independent, educational corporation of the State of New York, which acts by and through the Board of Trustees of the East Rockaway Public Library. The address for the library is c/o The Director, East Rockaway Public Library, 477 Atlantic Avenue, East Rockaway, New York 11518.

2. District Boundaries

The boundaries of the District are set forth in the attached Exhibit A, legal description and are as amended by Chapter 184 Section 1 Laws of 1999.

The District boundaries are intended as being coterminous with the Nassau County Election Districts known as Assembly District No. 20, Election Districts No. 25 and No. 36 as existed on the date of the creation of the district and as subsequently amended by Chapter 184 of the Laws of 1999. The amendments to the district's boundaries are meant to include any portion of a tax lot which lies both within the Incorporated Village of Hewlett Harbor and also on the Bay Park peninsula and to exclude any portion of any tax lot, which lies within both the Unincorporated Hamlet of Bay Park and the Incorporated Village of East Rockaway. Copies of the Election Districts boundary maps are attached hereto as Exhibit B.

3. Scope of Contract Library Services

The District hereby contracts for, and The Library hereby agrees to provide, library services to district residents. Library services for district residents means

that district residents are entitled to the full and unlimited access to and the use of the East Rockaway Public Library as if district residents were residents of the Incorporated Village of East Rockaway. Library services for district residents shall also include unrestricted access and use of all Nassau Library System services including inter-library loan all to the extent that such services are presently available to or may become available to village residents. If District residents are denied full access to Nassau Library System services, the District may seek to amend, terminate, or terminate and replace this contract as provided for by paragraph 8 herein.

4. Library Cards

Upon completion of the library's standard application form for membership, the library shall issue district residents its regular library card, which is identical in every respect to those cards issued to village residents.

However, the cards for district residents may have endorsed thereon an expiration date or renewal date which coincides with the expiration date of the contract funding such services.

5. Term

This contract is for a term of five (5) years commencing on January 1, 2020 and ending on December 31, 2024.

6. Consideration

In consideration of the library services provided by the library, the District shall make annual payments to the library in the amounts and at the times specified in Paragraph 7. The 2020 annual consideration shall be increased by a 0% cumulative cost of living adjustment for year two of the contract and a 1% cumulative cost of living adjustment for year three, year four and year five of the contract as specified in Paragraph 7. The consideration shall be paid in two installments. The first installment shall be due and payable on April 1st for services between January 1st and June 30th and the second installment shall be due and payable on October 1st for services between July 1st and December 31st. Payment shall be made directly to the Village Clerk-Treasurer of the Village of East Rockaway in his or her capacity as Treasurer of the Library.

7. Payments

a) In 2020, the District shall pay the Library \$189,318.00

as follows:

April 1, 2020	-	\$94,659.00
October 1, 2020	-	\$94,659.00

b) In 2021, the District shall pay the Library \$189,318.00

as follows:

April 1, 2021	-	\$94,659.00
October 1, 2021	-	\$94,659.00

c) In 2022, the District shall pay the Library \$191,211.00

as follows:

April 1, 2022	-	\$95,606.00
October 1, 2022	-	\$95,605.00

d) In 2023, the District shall pay the Library \$193,123.00

as follows:

April 1, 2023	-	\$96,562.00
October 1, 2023	-	\$96,561.00

e) In 2024, the District shall pay the Library \$195,054.00 as follows:

April 1, 2024	-	\$97,527.00
October 1, 2024	-	\$97,527.00

8. Amendment and Termination

This contract may be amended, terminated, or terminated and replaced as provided for by Chapter 216 of the Laws of 1998 and Chapter 184 of the Laws of 1999.

In the event the contract is terminated, payment for services or a refund of pre-paid services shall be made on a pro-rated basis as of the effective date of the termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Danielle DiEsposito
East Rockaway Public Library
by **President**
Library Board of Trustees

Bay Park Library Funding District
by **Laura A. Gillen**
Supervisor, Town of Hempstead

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 10/23/19

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

On this day of , 2019, before me personally came LAURA A. GILLEN, to me known, who being by me duly sworn, did depose and say that she is the Supervisor of the Town of Hempstead, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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

On this 15th day of October , 2019, before me personally came Danielle D'Esposito, to me known, who being by me duly sworn did depose and say that (s)he is the , of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Gary Aue
Notary Public
Qualified Nassau County New York
01AU6227965
My Commission Expires 09-07-2022

Gary Aue

Notary Public

LAWS OF NEW YORK, 1999

CHAPTER 184

AN ACT to amend the Bay Park library services act, in relation to the creation of the Bay Park library funding district

Became a law July 6, 1999, with the approval of the Governor.
Passed by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section 3 of chapter 216 of the laws of 1998, constituting the Bay Park library services act, is amended to read as follows:

§ 3. District boundaries. The district created by this act shall consist of the following area:

BEGINNING at a point on the northwest limits of Bay Park; said point also being the westerly mean high water line of Thixton Creek and the division line between the Incorporated Village of East Rockaway and Bay Park; running thence southeasterly and northwesterly along said division line to a point; said point being the mean high water line of East Rockaway Channel; running thence along the aforementioned high water line of East Rockaway Channel, easterly, southerly and westerly to a point; said point being the intersection of the mean high water lines of East Rockaway Channel and Swift Creek; running thence westerly along the northerly mean high water line of Swift Creek to a point; said point being the intersection of the mean high water lines of Swift Creek and Hewlett Bay; running thence northerly, westerly and southerly along the mean high water line of Hewlett Bay to a point; said point being the intersection of Hewlett Bay mean high water line and the division line between Bay Park and the Incorporated Village of Hewlett Harbor; running thence northerly and easterly along said division line to a point; said point being along the westerly prolongation of the abandoned southerly right-of-way line of Thixton Avenue; running thence westerly along the aforementioned prolongation to a point; said point being the westerly mean high water line of Thixton Creek and the intersecting division lines of the Incorporated Village of Hewlett Harbor, the Incorporated Village of East Rockaway and the westerly limits of Bay Park; running thence northerly and easterly along said division line and westerly limits to a point; said point being the north westerly limits of Bay Park and the point or place of BEGINNING.

~~[Said area is intended as being coterminous with the Nassau County Election Districts known as Assembly District No. 20 Election Districts No. 25 and No. 36, as presently exists.]~~

INCLUDING within the district created by this act that portion of any tax lot (parcel) which lies within both the unincorporated hamlet of Bay Park and the Incorporated Village of Hewlett Harbor which is within the unincorporated hamlet of Bay Park; and

EXCEPTING from the district created by this act that portion of any tax lot (parcel) which lies within both the unincorporated hamlet of Bay Park and the Incorporated Village of East Rockaway.

EXPLANATION--Matter in italics is new; matter in brackets [-] is old law to be omitted.

§ 2. Subdivisions 2 and 4 of section 6 of chapter 216 of the laws of 1998, constituting the Bay Park library services act, are amended to read as follows:

2. ~~[The contract shall not be entered into until a public hearing has been held by the town board. Notice of the hearing shall be published at least once in at least one newspaper having general circulation in the district. The notice shall specify the time when and place where the hearing will be held, and describe in general terms the proposed contract. The first publication shall be at least ten days prior to the date specified for the hearing.]~~ Without voiding or annulling any existing contract for library services, starting with any contract for library services commencing on or after January 1, 2001, no such contract shall be executed on behalf of the district unless and until such contract and the cost thereof is first approved by a vote of the majority of the qualified voters of the district voting in an election held thereon. Such elections shall be held in accordance with the provisions of section four of this act on a date specified by resolution of the town board. The cost of such elections shall be a district expense.

4. ~~[By mutual consent of the contracting parties, and after a public hearing held pursuant to notice in the manner aforesaid, any such contract may be (a) amended, (b) terminated, or (c) terminated and a new contract may be entered into in lieu thereof, if the town board, after such hearing, shall determine, by resolution, that it is in the public interest to do so. Such notice shall state in general terms the reason why any existing contract is to be amended or terminated, and if a new contract is to be entered into the notice shall also describe the new contract in general terms]~~ No contract executed by the district shall be amended or terminated except upon approval by a vote of the majority of the qualified voters of the district as provided in subdivision 2 of this section.

§ 3. Subdivision 1 of section 7 of chapter 216 of the laws of 1998, constituting the Bay Park library services act, is amended to read as follows:

1. The initial budget for the library funding district shall be approved by a majority of the voters in the election approving the creation of the district. The initial budget shall consist of all election expenses as provided for by section five of this act and all costs associated with contracting for library services as provided by section six of this act. ~~[All future budgets that increase the library funding district proposed total expenditures by more than three percent of the total expenditures of the last preceding fiscal year's budget shall be submitted to the voters of the library funding district for approval by a majority of those residents voting pursuant to section four of this act.]~~ All future budgets shall be deemed approved upon the voter approval of a contract and the cost thereof for library services. The election expenses thereof shall be added to future budgets. Funds voted for library funding purposes at the initial election and at all future budget elections shall, unless otherwise directed by vote, be considered annual appropriations therefor and shall be levied and collected annually in the same manner and at the same time as other town charges.

§ 4. This act shall take effect immediately.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOSEPH L. BRUNO
Temporary President of the Senate

SHELDON SILVER
Speaker of the Assembly

CASE NO.

RESOLUTION NO.

Adoption:

offered the following resolution
and moved its adoption.

RESOLUTION AUTHORIZING THE SUPERVISOR
TO EXECUTE A CONTRACT FOR LIBRARY
SERVICES ON BEHALF OF THE MILL BROOK
LIBRARY FUNDING DISTRICT WITH THE HENRY
WALDINGER MEMORIAL LIBRARY.

WHEREAS, on August 27, 2019, the Mill Brook Library
Funding District conducted a special election to select a
vendor to provide library services and to approve a
contract and budget for the provision of such library
services; and

WHEREAS, as a result of the above described election,
the voters of the library district selected and approved
the Henry Waldinger Memorial Library and its proposal to
provide library services for a five year term (2020-2024)
at a first year annual cost of \$247,942.00 subsequently
adjusted by an annual cumulative cost of living adjustment
as stated in the contract; and

WHEREAS, it is in the public interest to express the
results of the special election in a written contract
executed by the Supervisor on behalf of the Mill Brook
Library Funding District with the selected vendor.

NOW, THEREFORE,

BE IT RESOLVED, that the Supervisor be and hereby is
authorized to execute a contract on behalf of the Mill
Brook Library Funding District a contract for library
services with the Henry Waldinger Memorial for a five year
annual term from January 1, 2020 until December 31, 2024 at
a first year annual cost of \$247,942.00 as subsequently
adjusted by a cumulative cost of living adjustment as
stated in the contract and the cost of the contract shall
be a charge against the Mill Brook Library Funding
District.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

24

Case #

26743

CONTRACT FOR

LIBRARY SERVICES

BETWEEN

THE MILL BROOK LIBRARY FUNDING DISTRICT

AND

THE HENRY WALDINGER MEMORIAL LIBRARY OF VALLEY STREAM

WHEREAS, Sections 255 and 256 of the Education Law provide that a public body may be created for the purpose of furnishing public library services by contracting for same; and

WHEREAS, pursuant to the provisions of Chapter 374 of the Laws of 2002 and the affirmative results of the special election held pursuant to said Session Law, there now exists the Mill Brook Library Funding District which is authorized to obtain library services for its district residents by contracting for same; and

WHEREAS, the Henry Waldinger Memorial Library is a public library registered with and chartered by the Board of Regents of the University of the State of New York and as such is legally eligible to provide public library services to library district residents on a contractual basis;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Parties

a. The party contracting for library services is the "Mill Brook Library Funding District" which is hereinafter referred to as "The District." The District is an improvement district of the Town of Hempstead which acts by and through the Town Board of the Town of Hempstead. The address for the District is c/o The Town Clerk, One Washington Street, Hempstead, New York 11550.

b. The party providing library services is the "Henry Waldinger Memorial Library" of Valley Stream, which is hereinafter referred to as "The Library." The Library is an independent, educational corporation of the State of New York, which acts by and through the Board of Trustees of the Henry Waldinger Memorial Library. The address for the library is c/o The Director, Henry Waldinger Memorial Library, 60 Verona Place, Valley Stream, New York.

2. District Boundaries

The boundaries of the District are set forth in the attached Exhibit A, legal description.

3. Scope of Contract Library Services

The District hereby contracts for, and The Library hereby agrees to provide, library services to district residents. Library services for district residents means that district residents are entitled to the full and unlimited access to and the use of the Henry Waldinger Memorial Library as if district residents were residents of the Incorporated Village of Valley Stream. Library services for district residents shall also include unrestricted access and use of all Nassau Library System services including inter-library loan all to the extent that such services are presently or hereafter become available to village residents. If District residents are denied full access to Nassau Library System services, the District may seek to amend, terminate, or terminate and replace this contract as provided for by paragraph 8 herein.

4. Library Cards

Upon completion of the library's standard application form for membership, the library shall issue district residents its regular library card, which is identical in every respect to those cards issued to village residents.

However, the cards for district residents may have endorsed thereon an expiration date or renewal date which coincides with the expiration date of the contract funding such services.

5. Term

This contract is for a five (5) year term commencing January 1, 2020 and terminating December 31, 2024.

6. Consideration

The District shall pay the Library the annual sum of \$247,942.00 together with an annual 1% cumulative cost of living adjustment for years three, four and five of this contract. There shall be no adjustment for year two of the contract. The first installment for each year shall be due and payable on April 1st for services between January 1st and June 30th, and shall be due and payable on October 1st for services between July 1st and December 31st. Payment shall be made directly to the Waldinger Memorial Library of Valley Stream.

Payments shall be made as follows:

a) 2020 - year 1

Annual amount	\$247,942.00
First half due April 1	\$123,971.00
Second half due October 1	\$123,971.00

b) 2021 - year 2		
Annual amount		\$247,942.00
First half due April 1		\$123,971.00
Second half due October 1		\$123,971.00
c) 2022 - year 3		
Annual amount		\$250,421.00
First half due April 1		\$125,211.00
Second half due October 1		\$125,210.00
d) 2023 - year 4		
Annual amount		\$252,925.00
First half due April 1		\$126,463.00
Second half due October 1		\$126,462.00
e) 2024 - year 5		
Annual amount		\$255,454.00
First half due April 1		\$127,727.00
Second half due October 1		\$127,727.00

7. Amendment and Termination

This contract may be amended or terminated only upon approval by a vote of the majority of the qualified voters voting in a special election as provided for in the district's enabling legislation.

In the event the contract is terminated, payment for services or a refund of pre-paid services shall be made on a pro-rated basis as of the effective date of the termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Mill Brook Library
Funding District
By Laura A. Gillen
Supervisor, Town of Hempstead

Maria O'Connell

Henry Waldinger Memorial Library
By ~~MARIA O'CONNELL~~ President
Library Board of Trustees

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

On this day of , 2019 , before me personally came LAURA A. GILLEN, to me known, who being by me duly sworn, did depose and say that she is the Supervisor of the Town of Hempstead, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

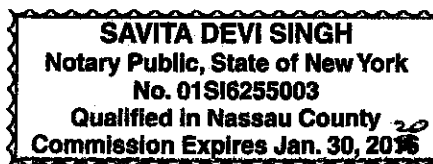
Notary Public

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

On this 30th day of September , 2019, before me personally came Marie O'Connell, to me known, who being by me duly sworn did depose and say that (s)he is the of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Savita Devi Singh

Notary Public



LAWS OF NEW YORK, 2002

CHAPTER 374

AN ACT to establish the Mill Brook library funding district in the town of Hempstead, county of Nassau

Became a law August 13, 2002, with the approval of the Governor.
Passed by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Short title. This act shall be known and may be cited as the "Mill Brook library services act".

§ 2. Establishment of a library funding district. Notwithstanding the provisions of any general, special, or local law to the contrary, there is hereby created and established in the town of Hempstead, county of Nassau, a library funding district, to be known as the "Mill Brook library funding district" which shall include all the territory described in section three of this act.

§ 3. District boundaries. The district created by this act shall consist of all that territory within the town of Hempstead, county of Nassau, bounded on the north and east by the incorporated village of Valley Stream; bounded on the south by the Woodmere-Hewlett school district, number 14; and bounded on the west by the Queens county line of the city of New York.

Excepting from such district, any tax lot (parcel) which lies within both the boundaries of such district, pursuant to the description in this section, and any other taxing jurisdiction which already supports a public library registered with the board of regents and approved by the commissioner of education.

§ 4. Election required. The library funding district described in this act shall not come into existence unless and until it is approved and the initial proposed budget of the district is approved by a vote of the majority of the qualified voters voting in an election held pursuant to the following provisions.

Upon receipt of a petition filed no later than August 21, 2002 with the town clerk of the town of Hempstead signed by not less than one hundred voters qualified to vote at a general town of Hempstead election and who reside in the territory of the proposed library funding district, the town board of such town shall establish by resolution the date of the election, which date shall not be later than September 30, 2002. During such election the polls shall be open between the hours of 12:00 p.m. and 9:00 p.m. At the election, the issues shall be: (a) whether the library funding district described in this act shall be created on the first day of January, 2003; and (b) whether the initial budget proposed therefor by the town board of the town of Hempstead shall be approved or disapproved. Such petition shall request that a question proposing the creation of the Mill Brook library funding district as designated in this act be submitted to the qualified electors residing within the boundaries of the proposed district for their approval. The petition may be made upon separate sheets and the signa-

EXPLANATION--Matter in *italics* is new; matter in brackets [-] is old law to be omitted.

tures to each sheet shall be authenticated in the manner provided by the election law for the authentication of designating petitions. The several sheets so signed and authenticated when fastened together and offered for filing shall be deemed to constitute one petition.

The town board of the town of Hempstead shall give notice of said election by the publication of a notice in a newspaper having general circulation within the boundaries of the proposed district. The first publication of such notice shall not be less than thirteen days and not more than twenty days prior to the date of such election. In addition the town board of such town shall cause copies of such notice to be posted conspicuously in five places within the proposed district at least thirteen days prior to the date of such election. Such notice shall specify the time when and the place where such election will be held, the issues to be decided at said election, and the hours during which the polls will be open for the receipt of ballots. The town board of such town shall designate by resolution a resident qualified voter of such district to act as chairperson of such special election of such district and shall designate not less than two nor more than four resident qualified voters at the polling place to act as election inspectors and ballot clerks at such election. The town board of the town of Hempstead may adopt a resolution providing that such chairperson, election inspectors and ballot clerks shall be paid for their respective services at such special election and such resolution, if adopted, may fix reasonable compensation for the services of each such official.

Every elector of the town who shall have resided in the proposed district as of the date thirty days next preceding the special election and, upon such date, is registered to vote at the next general town election, as evinced by the voter registration records of the board of elections of the county of Nassau, shall be qualified to vote at said special election. The town may provide for absentee voting. All absentee ballots contained in envelopes showing a cancellation mark of the United States Postal Service with a date which is ascertained to be not later than the day before such special election and received by the town clerk of the town of Hempstead not later than seven days following such special election shall be cast and counted.

After the polls have closed at said election, the election inspectors and ballot clerks shall immediately canvass publicly the ballots cast and the chairperson of the election shall publicly announce the result. Within seventy-two hours thereafter, the chairperson, election inspectors and ballot clerks shall execute and file a certificate of the result of the canvass with the town clerk of the town of Hempstead.

If the number of voters is so great as to render it inexpedient or impossible to conduct the election at one polling place, the town board of such town may utilize the system of election districts established by the board of elections of the county of Nassau to provide for more than one polling place. In such event the notice of election shall describe the election districts and state where the polling places will be located, and the town board shall designate not less than two nor more than four resident qualified voters to act as election inspectors and ballot clerks at each such polling place. Every location designated for use as a polling place for such election shall be a polling place already employed as such by the board of elections of the county of Nassau for general election purposes by residents of the proposed district even if such polling place is not located within the boundaries of such district.

If a majority of those who vote so approve the formation of the district and the proposed budget, then the district shall come into existence on the terms and conditions set forth in this act on January 1, 2003. If the majority of voters who participate in the election do not approve both the formation of the library funding district and the proposed budget, then the district shall not come into existence.

§ 5. Election expenses. If the library funding district is established, the cost of the election which authorized the creation of the library funding district including the cost of publishing and posting notices shall be considered an expense of the library funding district, and the first tax levied for the purpose of library services shall include an amount sufficient to pay the cost of the election. Upon collection of the first tax for library services, the supervisor of the town of Hempstead is authorized to pay into the general fund of such town, the cost of the initial election to authorize the creation of the library funding district.

However, if the proposition to create the library district is defeated, then the town of Hempstead shall assume the cost of said election.

§ 6. Library services. 1. The town board of the town of Hempstead shall provide library services to the residents of the district by contracting for same with the trustees of any public or free association library registered with the board of regents of the university of the state of New York, or with any municipal or district body having control of a public library registered with the board of regents of the university of the state of New York, or with the trustees of a cooperative library system approved by the commissioner of education to furnish library services to the people of the district for whose benefit the contract is made, under such terms and conditions as may be stated in such contract.

2. No contract for the provision of library services shall be executed on behalf of the district unless and until such contract and the cost thereof is first approved by a vote of the majority of the qualified voters of the district voting in an election held thereon. Such elections shall be held in accordance with the provisions of section four of this act on a date specified by resolution of the town board. The cost of such elections shall be a district expense.

3. The term of the contract shall be for a definite period of time, but in no event shall the term exceed five years.

4. No contract executed by the district shall be amended or terminated except upon approval by a vote of the majority of the qualified voters of the district as provided in subdivision two of this section.

5. Within ten days after the signing of the contract to provide library services, a copy of the contract shall be filed by the town clerk of the town of Hempstead with the division of library development at the education department of the state of New York.

6. The town board of the town of Hempstead is hereby authorized to raise money by taxation for the purpose of contracting for library services as described in this act. The amount agreed to be paid for such services under any such contract shall be a charge upon the district and shall be paid directly to the treasurer of the free association library, public library, or the cooperative library system which is providing the contracted services.

§ 7. Finances. 1. The initial budget for the library funding district shall be approved by a majority of the voters in the election approving the creation of the district. The initial budget shall consist of all

election expenses as provided for by section five of this act and all costs associated with contracting for library services as provided by section six of this act. All future budgets shall be deemed approved upon the voter approval of a contract and the cost thereof for library services. The election expenses thereof shall be added to future budgets. Funds voted for library funding purposes at the initial election and at all future budget elections shall, unless otherwise directed by vote, be considered annual appropriations therefor and shall be levied and collected annually in the same manner and at the same time as other town charges.

2. The town board of the town of Hempstead in accordance with section eight of this act shall levy against all real property within the district the total expenditures as approved by the voters as hereinbefore provided:

3. The town comptroller of the town of Hempstead shall be the custodian of all funds of the library funding district including gifts and trust funds and state aid or other aid for the library funding district. The town supervisor of the town of Hempstead shall pay over to the library funding district all monies which belong to or are raised for the library funding district, except for the cost of the initial election to create the library funding district.

§ 8. Ad valorem levy. The several lots and parcels of land within the boundaries of the library funding district are hereby determined to be benefited by the library services provided for by this act and the town board of the town of Hempstead is hereby authorized to assess, levy, and collect necessary expenses of such library funding district as may be authorized pursuant to this act from such lots and parcels of land in the same manner and at the same time as other town charges.

§ 9. Acceptance of gifts. The town board of the town of Hempstead may accept on behalf of the library funding district any absolute gift, grant, devise, or bequest of real or personal property and such conditional gifts, grants, devises or bequests made pursuant to section 257 of the education law as in either case it shall by resolution approve according to law.

§ 10. Education law. Except as otherwise provided by this act, the provisions of the education law relating to contracting for library services shall be applicable to the library funding district established pursuant to this act.

§ 11. Town law. Except as otherwise provided by this act, the Mill Brook library funding district shall constitute an improvement district within the meaning of the town law and shall be subject to all of the provisions thereof relating to improvement districts except such as are inconsistent with the provisions of this act.

§ 12. Notwithstanding the provisions of section 268 of the education law, the Green Acres library district, established pursuant to chapter 593 of the laws of 1975, shall be abolished, and the property and assets of such library district, if any, shall be deemed to be the property and assets of the town of Hempstead.

§ 13. This act shall take effect immediately; provided, however, that sections one through eleven of this act shall be deemed repealed on October 1, 2002 if the creation of the Mill Brook library funding district shall not have been approved before October 1, 2002 pursuant to section four of this act; provided that the town clerk of the town of Hempstead shall notify the legislative bill drafting commission if the creation of the Mill Brook library funding district shall not have been approved before October 1, 2002, pursuant to section four of this act in

order that such commission may maintain an accurate and timely data base of the official text of the laws of the state of New York, in furtherance of implementing the provisions of section 44 of the legislative law and section 70-b of the public officers law.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOSEPH L. BRUNO
Temporary President of the Senate

SHELDON SILVER
Speaker of the Assembly

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO TRANSFER FUNDS FROM VARIOUS APPROPRIATIONS AND APPROPRIATED FUND BALANCES TO OTHER VARIOUS APPROPRIATIONS

WHEREAS, the Governmental Accounting Standards Board has given authoritative guidance on budgetary accounting in its "Codification of Governmental Accounting and Financial Reporting Standards," and

WHEREAS, at the conclusion of each fiscal year budgetary adjusting entries are required in order to accurately reflect actual operating results, including but not limited to changes in inventory of materials and supplies and encumbrances for unpaid obligations, and

WHEREAS, some accounts will reflect deficiencies as a result

NOW, THEREFORE, BE IT

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

GENERAL FUND

010-1016 TOWN BOARD-COUNCILMATIC DISTRICT #6

From Account 1016-5990 Appropriated Fund Balance \$ 26,314.00
To Account 1016-1010 Salaries & Wages \$ 26,314.00

010-1017 COUNCILMATIC DISTRICT-MINORITY

From Account 1017-1010 Salaries & Wages \$ 17,906.00
To Account 1017-4151 Fees & Services \$ 17,906.00

010-1220 SUPERVISORS

From Account 1220-5990 Appropriated Fund Balance \$ 57,816.00
From Account 1220-2100 Office Equipment \$ 2,469.00
From Account 1220-4040 Office Expense \$ 25,464.00
From Account 1220-4370 Printing \$ 1,000.00
To Account 1220-1010 Salaries & Wages \$ 86,749.00

010-1315 TOWN COMPTROLLER

From Account 1315-5990 Appropriated Fund Balance \$ 129,237.00
From Account 1315-4200 Stockroom Supplies \$ 2,262.00
To Account 1315-1010 Salaries & Wages \$ 131,499.00

010-1330 RECEIVER OF TAXES

From Account 1330-5990 Appropriated Fund Balance \$ 483,127.00
From Account 1330-4040 Office Expense \$ 13,614.00
From Account 1330-4151 Fees & Services \$ 40,153.00
From Account 1330-4190 Travel Expense \$ 500.00
From Account 1330-4250 Rent of Major Office Equip \$ 2,147.00
From Account 1330-4370 Printing \$ 7,377.00
To Account 1330-1010 Salaries & Wages \$ 546,918.00

010-1410 TOWN CLERK

From Account 1410-1010 Salaries & Wages \$ 1,088.00
To Account 1410-4370 Printing \$ 1,088.00

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		010-1420	TOWN ATTORNEY		
From	Account	1420-5990	Appropriated Fund Balance	\$	128,323.00
From	Account	1420-4030	Maintenance of Equipment	\$	229.00
From	Account	1420-4040	Office Expense	\$	1,541.00
From	Account	1420-4151	Fees & Services	\$	96,615.00
From	Account	1420-4250	Rent of Major Office Equip.	\$	604.00
From	Account	1420-4310	Misc. Mat. & Supplies	\$	33,048.00
To	Account	1420-1010	Salaries & Wages	\$	260,360.00

		010-1430	HUMAN RESOURCES		
From	Account	1430-5990	Appropriated Fund Balance	\$	57,503.00
From	Account	1430-4040	Office Expense	\$	1,276.00
From	Account	1430-4250	Rent of Major Office Equip.	\$	307.00
To	Account	1430-1010	Salaries & Wages	\$	59,086.00

		010-1431	CIVIL SERVICE		
From	Account	1431-5990	Appropriated Fund Balance	\$	46,607.00
From	Account	1431-4040	Office Expense	\$	256.00
From	Account	1431-4120	Rent of Space	\$	3,605.00
From	Account	1431-4151	Fees & Services	\$	1,042.00
From	Account	1431-4190	Travel Expense	\$	1,000.00
From	Account	1431-4250	Rent of Major Off. Equip	\$	74.00
To	Account	1431-1010	Salaries & Wages	\$	52,584.00

		010-1440	ENGINEERING		
From	Account	1440-5990	Appropriated Fund Balance	\$	195,314.00
From	Account	1440-4030	Maintenance of Equipment	\$	14.00
From	Account	1440-4040	Office Expense	\$	256.00
From	Account	1440-4250	Rent of Major Off. Equip	\$	1,231.00
From	Account	1440-4340	Uniform Expense	\$	321.00
To	Account	1440-1010	Salaries & Wages	\$	197,136.00

		010-1490	GENERAL SERVICES		
From	Account	1490-4170	Postage	\$	231,007.00
From	Account	1490-4371	Reproduction Expense	\$	38,947.00
To	Account	1490-1010	Salaries & Wages	\$	269,954.00

		010-1680	INFORMATION & TECHNOLOGY		
From	Account	1680-5990	Appropriated Fund Balance	\$	10,611.00
From	Account	1680-4030	Maintenance of Equipment	\$	78,835.00
From	Account	1680-4151	Fees & Services	\$	146,603.00
To	Account	1680-1010	Salaries & Wages	\$	236,049.00

		010-1910	INSURANCE		
From	Account	1910-5990	Appropriated Fund Balance	\$	158,191.00
From	Account	1910-4070	Fire & Liability Ins.	\$	31,355.00
From	Account	1910-4077	Tort Liability	\$	138,441.00
To	Account	1910-8050	Workers Compensation	\$	327,987.00

		010-3120	PUBLIC SAFETY		
From	Account	3120-5990	Appropriated Fund Balance	\$	344,961.00
From	Account	3120-4030	Maintenance of Equipment	\$	6,444.00
From	Account	3120-4040	Office Expense	\$	4,992.00
From	Account	3120-4151	Fees & Services	\$	806.00
From	Account	3120-4260	Radio Communications	\$	952.00
From	Account	3120-4310	Misc. Material & Supplies	\$	1,230.00
To	Account	3120-1010	Salaries & Wages	\$	359,385.00

		010-3310	TRAFFIC CONTROL		
From	Account	3310-5990	Appropriated Fund Balance	\$	266,097.00
From	Account	3310-4151	Fees & Services	\$	28,891.00
To	Account	3310-1010	Salaries & Wages	\$	294,988.00

010-3510 ANIMAL SHELTER

From	Account	3510-5990	Appropriated Fund Balance	\$	892,778.00
To	Account	3510-1010	Salaries & Wages	\$	464,680.00
To	Account	3510-4151	Fees & Services	\$	295,428.00
To	Account	3510-4900	Health	\$	132,670.00

010-6772 SENIOR ENRICHMENT

From	Account	6772-5990	Appropriated Fund Balance	\$	401,820.00
From	Account	6772-4030	Maintenance of Equipment	\$	1,527.00
From	Account	6772-4040	Office Expense	\$	1,019.00
From	Account	6772-4120	Rent of Space	\$	1,600.00
From	Account	6772-4130	Rent of Equipment	\$	450.00
From	Account	6772-4140	Auto Expense	\$	839.00
From	Account	6772-4151	Fees & Services	\$	34,120.00
From	Account	6772-4180	Telephone Expense	\$	774.00
From	Account	6772-4250	Rent of Major Office Equip	\$	171.00
From	Account	6772-4730	Recreational Supplies	\$	88.00
From	Account	6772-4790	Other Expense	\$	824.00
From	Account	6772-4797	Sr. Citizen's Programs	\$	1,206.00
From	Account	6772-4800	Materials & Supplies	\$	4,765.00
From	Account	6772-4820	Food & Supplies	\$	782.00
From	Account	6772-4930	Transportation	\$	4,771.00
To	Account	6772-1010	Salaries & Wages	\$	454,756.00

010-8810 CEMETERIES

From	Account	8810-5990	Appropriated Fund Balance	\$	114,249.00
To	Account	8810-1010	Salaries & Wages	\$	102,409.00
To	Account	8810-4600	Interment Expense	\$	11,840.00

010-9000 GENERAL FUND - UNDISTRIBUTED

From	Account	9000-5990	Appropriated Fund Balance	\$	5,484,252.00
To	Account	9000-4151	Fees & Services	\$	790,277.00
To	Account	9000-4470	NC College Chargeback	\$	4,131,823.00
To	Account	9000-8280	Social Security	\$	243,252.00
To	Account	9000-8290	Health Insurance	\$	199,084.00
To	Account	9000-9955	Trans-Capital Funds	\$	119,816.00

PART TOWN FUND**030-9000 PART TOWN FUND - UNDISTRIBUTED**

From	Account	9000-5990	Appropriated Fund Balance	\$	246,113.00
From	Account	9000-4077	Tort Liability	\$	76,814.00
From	Account	9000-7510	Interest on Notes	\$	5,000.00
From	Account	9000-9970	Trans-Bond Interest	\$	553.00
To	Account	9000-8270	Employees' Retirement	\$	159,592.00
To	Account	9000-8290	Health Insurance	\$	168,888.00

HIGHWAY FUND**041-5110 HIGHWAY #1 - ROADS**

From	Account	5110-5990	Appropriated Fund Balance	\$	2,737,137.00
From	Account	5110-1010	Salaries & Wages	\$	661,318.00
From	Account	5110-7510	Interest on Notes	\$	16,000.00
To	Account	5110-4077	Tort Liability	\$	2,412,629.00
To	Account	5110-4810	Fuel	\$	6,302.00
To	Account	5110-8050	Workers' Compensation	\$	642,529.00
To	Account	5110-8280	Social Security	\$	1,209.00
To	Account	5110-8285	NYS MCTM Tax	\$	54.00
To	Account	5110-9955	Trans-Cap Funds	\$	251,732.00
To	Account	5110-9960	Trans-Bond Principal	\$	100,000.00

		041-5130	HIGHWAY #3 - MACHINERY		
From	Account	5130-5990	Appropriated Fund Balance	\$	337,993.00
From	Account	5130-8270	Employees' Retirement	\$	155,310.00
From	Account	5130-8280	Social Security	\$	1,210.00
From	Account	5130-8285	NYS MCTM Tax	\$	54.00
From	Account	5130-9970	Trans-Bond Interest	\$	4,874.00
To	Account	5130-2500	Motor Vehicles	\$	77,589.00
To	Account	5130-4550	Machinery Repairs	\$	421,852.00

PARKING FIELDS OPERATING FUND

		200-5650	PARKING FIELDS		
From	Account	5650-5990	Appropriated Fund Balance	\$	181,658.00
From	Account	5650-1010	Salaries & Wages	\$	788.00
From	Account	5650-2200	Grounds Equipment	\$	1,587.00
To	Account	5650-4077	Tort Liability	\$	139,946.00
To	Account	5650-8270	Employees' Retirement	\$	7,763.00
To	Account	5650-8290	Health Insurance	\$	35,299.00
To	Account	5650-9960	Trans-Bond Principal	\$	1,025.00

SANITATION OPERATING FUND

		300-8110	DEPARTMENT OF SANITATION		
From	Account	8110-5990	Appropriated Fund Balance	\$	1,405,964.00
From	Account	8110-9970	Trans-Bond Interest	\$	5,427.00
To	Account	8110-1010	Salaries & Wages	\$	334,139.00
To	Account	8110-2150	Surplus Equipment	\$	246,995.00
To	Account	8110-4151	Fees & Services	\$	8,773.00
To	Account	8110-4550	Machinery Repairs	\$	362,695.00
To	Account	8110-8050	Workers' Compensation	\$	453,965.00
To	Account	8110-8280	Social Security	\$	4,605.00
To	Account	8110-8285	NYS MCTM Tax	\$	219.00

REFUSE DISPOSAL FUND

		301-0301	TOH-REFUSE DISPOSAL DISTRICT		
From	Account	0301-5990	Appropriated Fund Balance	\$	6,224,389.00
From	Account	0301-9970	Trans-Bond Interest	\$	61,191.00
To	Account	0301-4150	Judgment & Litigation	\$	5,884,762.00
To	Account	0301-4570	Contract Disposal Fees	\$	400,818.00

REFUSE & GARBAGE COLLECTION FUND

		321-0321	LIDO-POINT LOOKOUT		
From	Account	0321-5990	Appropriated Fund Balance	\$	236,741.00
To	Account	0321-4150	Judgment & Litigation	\$	236,741.00

		322-0322	MERRICK-NORTH MERRICK		
From	Account	0322-5990	Appropriated Fund Balance	\$	572,106.00
To	Account	0322-4150	Judgment & Litigation	\$	572,106.00

		323-0323	TOWN OF HEMPSTEAD		
From	Account	0323-5990	Appropriated Fund Balance	\$	3,274,547.00
To	Account	0323-4150	Judgment & Litigation	\$	3,274,547.00

PARKS & RECREATION OPERATING FUND

		400-7110	DEPARTMENT OF PARKS & RECREATION		
From	Account	7110-5990	Appropriated Fund Balance	\$	1,859,026.00
From	Account	7110-2500	Motor Vehicles	\$	3,504.00
From	Account	7110-9970	Trans-Bond Interest	\$	2,340.00
To	Account	7110-1010	Salaries & Wages	\$	856,275.00
To	Account	7110-4140	Auto Expense	\$	131,884.00
To	Account	7110-4151	Fees & Services	\$	559,533.00
To	Account	7110-8050	Workers' Compensation	\$	317,178.00

WATER OPERATING FUND

<u>500-8310</u>		<u>DEPARTMENT OF WATER</u>			
From	Account	8310-5990	Appropriated Fund Balance	\$	480,485.00
From	Account	8310-4030	Maintenance of Equipment	\$	13,195.00
From	Account	8310-4040	Office Expense	\$	1,543.00
From	Account	8310-4077	Tort Liability	\$	17,764.00
From	Account	8310-4140	Auto Expense	\$	4,863.00
From	Account	8310-4170	Postage	\$	15,235.00
From	Account	8310-4250	Rent of Major Office Equip	\$	4,645.00
From	Account	8310-4370	Printing	\$	4,503.00
From	Account	8310-4410	Natural Gas	\$	4,897.00
From	Account	8310-4590	Other Disposal Costs	\$	8,711.00
To	Account	8310-1010	Salaries & Wages	\$	555,841.00

SPECIAL DISTRICTS

FIRE PROTECTION DISTRICTS

<u>148-0148</u>		<u>MERRICK</u>			
From	Account	0148-8050	Workers' Compensation	\$	45,829.00
To	Account	0148-2500	Motor Vehicles	\$	45,829.00

<u>157-0157</u>		<u>WEST SUNBURY</u>			
From	Account	0157-5990	Appropriated Fund Balance	\$	18,168.00
From	Account	0157-8050	Workers' Compensation	\$	6,809.00
To	Account	0157-4360	Hydrant Rental	\$	24,977.00

LIBRARY FUNDING DISTRICTS

<u>181-0181</u>		<u>SOUTH LYNBROOK/HEWLETT</u>			
From	Account	0181-5990	Appropriated Fund Balance	\$	193,566.00
To	Account	0181-4782	Contract Services	\$	193,566.00

WATER DISTRICTS

<u>502-0502</u>		<u>EAST MEADOW</u>			
From	Account	0502-5990	Appropriated Fund Balance	\$	30,368.00
To	Account	0502-3010	Capital Outlay	\$	30,368.00

<u>503-0503</u>		<u>LEVITTOWN</u>			
From	Account	0503-5990	Appropriated Fund Balance	\$	6,014.00
From	Account	0503-9970	Trans-Bond Interest	\$	2,164.00
To	Account	0503-3010	Capital Outlay	\$	8,178.00

<u>506-0506</u>		<u>ROOSEVELT FIELD</u>			
From	Account	0506-5990	Appropriated Fund Balance	\$	6,673.00
To	Account	0506-3010	Capital Outlay	\$	6,673.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO. 461

RESOLUTION NO.

RESOLUTION RE: ACCEPTING KEVIN RIORDAN, AS AN
ACTIVE MEMBER IN THE MERRICK HOOK AND LADDER
CO. NO. 1, INC., MERRICK, NEW YORK.

ADOPTED:

offered the following resolution
and moved its adoption:

RESOLVED, that the action of MERRICK HOOK AND LADDER
CO. NO. 1, INC., MERRICK, NEW YORK in accepting KEVIN
RIORDAN, residing at [REDACTED], Merrick, New York
11566, into the company rolls as a member, be and the same
hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 26

Case # 461

CASE NO. 461

RESOLUTION NO.

RESOLUTION RE: ACCEPTING NICHOLAS M. MERCURIO AND KEVIN M. SUAREZ AS ACTIVE MEMBERS IN THE MERRICK HOOK AND LADDER CO. NO. 1, INC. MERRICK, NEW YORK

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLVED, that the action, MERRICK HOOK AND LADDER CO. NO. 1 INC., Merrick, New York in accepting NICHOLAS M. MERCURIO, residing, at [REDACTED], BELLMORE, NEW YORK 11710, and KEVIN M. SUAREZ residing at 1754 ANN ROAD, MERRICK, NEW YORK 11566, into the company rolls as members, be and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

26

Case #

461

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING THE RENEWAL OF AN AGREEMENT WITH IRON MOUNTAIN, INC. FOR THE OFFSITE STORAGE OF BACKUP MEDIA.

WHEREAS, the Town of Hempstead (the "Town") has heretofore entered into an agreement with Iron Mountain, Inc., 1 Federal Street, Boston, MA 02110 (the "Maintenance Agreement") for the offsite storage of backup media (the "Services"); and

WHEREAS, the Maintenance Agreement expired on September 30, 2019 but contained an automatic renewal provision which extended the agreement for a one year term; and

WHEREAS, the Town will review its procurement options for the Services prior to the expiration of the one year renewal term; and

WHEREAS, the Commissioner of Information & Technology (the "Commissioner") has recommended that it is in the best interest of the Town to ratify the renewal of the Maintenance Agreement with Iron Mountain, Inc. for a one year period commencing retroactively on October 1, 2019 with an expiration date of September 30, 2020; and

WHEREAS, this Board wishes to ratify the renewal and use of the Maintenance Agreement as recommended by the Commissioner.

NOW, THEREFORE, BE IT

RESOLVED, that the renewal of the Maintenance Agreement is ratified; and be it further

RESOLVED, that the Town Board authorizes the Commissioner to execute the renewal of the Maintenance Agreement, and/or such other documents as may be required, with Iron Mountain, Inc., 1 Federal Street, Boston, MA 02110 to provide the Services through September 30, 2020; and be it further

RESOLVED, that the Commissioner is directed to review the Town's procurement options with respect to the Services, to issue a request for proposals prior to the expiration of the Services, and to present a recommendation to the Town Board for the continuation of the Services commencing October 1, 2020; and be it further

Item # 27

Case # 14301

RESOLVED, that the Comptroller is authorized and directed to make payments from the Department of Information and Technology account 010-0001-16800-4030 in an amount not to exceed \$12,651.60. Said amount reflects the revised pricing schedule.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



IRON MOUNTAIN®

CUSTOMER AGREEMENT

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

Address of Iron Mountain Branch/District Office:

FOR IRON MOUNTAIN PURPOSES ONLY

Account Number:	NAICS Code:
Branch/District Cost Ctr. No.:	


Contract Effective Date: September 1, 2019

CUSTOMER: TOWN OF HEMPSTEAD			BILLING ADDRESS (If Different):		
Street Address: 1 Washington Street			Street or Box No.:		
City: Hempstead	State: NY	Zip + 4: 11550	City:	State:	Zip + 4:
Primary Contact and Title: Valerie Caldwell			Billing Contact:		
Telephone: 516-489-5000	Fax:		Telephone:	Fax:	
E-mail: vcaldwell@tohmail.org			E-mail:		

Iron Mountain Information Management, LLC ("Iron Mountain" or "IM") will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Customer will pay IM for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions, the Schedules and the Glossary of terms that can be found at <http://cic.ironmountain.com>.

VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

LIMITATION OF LIABILITY. Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits" or "Items") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Other limitations on Iron Mountain's and/or Customer's liability are set forth on the following pages.

CUSTOMER: TOWN OF HEMPSTEAD	IRON MOUNTAIN
Individual Signing: [print name]	Individual Signing: [print name] Joe Mazinas
Signature:	Signature: 
Title:	Title: CRA - DM
Signing Date:	Signing Date: 9/19/2019

In order to keep Customer apprised of Iron Mountain's service offerings, new regulations that may be of interest to customers and similar information, Iron Mountain will add Customer's representative to its informational mailing list, if an email address is provided above, to receive newsletters and communications through email or postal delivery. Customer may elect to unsubscribe any time after receiving the first newsletter or communication.

BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement.

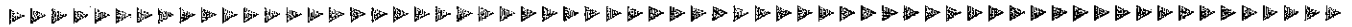
1. **Term.** The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for successive one (1) year terms (each a "Renewal Term"), unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and each Renewal Term shall collectively be referred to as the "Term". In the event that IM continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from IM's facility, except that IM may adjust rates upon thirty (30) days' written notice.
2. **Charges.** Rates and charges for the Initial Term shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules, and may thereafter be changed at any time upon thirty (30) days' written notice. Transportation surcharges apply and change monthly without notice in accordance with IM's fuel surcharge policy, which may be found at <http://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuel-surcharge>.
3. **Customer Instructions.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with this Agreement. IM will perform services pursuant to the direction of Customer's agent(s) identified pursuant to IM's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone or in writing (fax, email or hard-copy). Customer releases IM from all liability by reason of the destruction of materials pursuant to Customer's authorization.
4. **Operational Procedures.** Customer shall comply with IM's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Customer will pay at IM's overtime rates, provided Customer consents to such costs in advance.
5. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
6. **Governmental Orders.** IM is authorized to comply with any subpoena or similar order related to the Deposits, at Customer's expense, provided that IM notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. IM will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.
7. **Confidentiality.** "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules and IM's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. IM shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. IM shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.
8. **Limitation of Liability.**
 - a. **Liability for Loss or Damage to Deposits.** IM shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from IM's negligence. If liable, the amount of IM's liability is limited as provided on the first page hereof. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. Customer shall cause its insurers of Deposits to waive any right of subrogation against IM. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
 - b. **Liability for Non-Storage Services.** With respect to services not related to the storage of Deposits, IM shall not be liable for any loss or default unless such loss or default is due to the negligence of IM. If liable, the amount of IM's liability is limited as provided on the first page hereof. IM shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of IM.

- c. **No Consequential Damages.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.
9. **ITAR/EAR Compliance.** Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.
10. **Non-Custodial Status.** Unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be deemed a "custodian" of the records or "designee" of Customer under state or federal law with respect to such records.
11. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, in no event longer than ninety (90) days after delivery or return of the Deposits to Customer, or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.
12. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, Iron Mountain shall, upon confirmation of the event, report the matter in writing to Customer.
13. **Payment Terms.** Payment terms are net, thirty (30) days. Customer shall be liable for late charges totaling one percent (1%) per month of the outstanding balance. At any time during the Term of this Agreement, IM may require Customer to enroll in electronic payment (including auto-pay) at no additional charge to Customer if: (i) Customer fails to pay its charges pursuant to the payment terms herein; or (ii) Customer's annual account charges meet IM's requirement for electronic payment. Prior to delivery of Deposits upon expiration, termination, or substantial withdrawal, IM may require full payment in advance.
14. **Customer Default.** If Customer fails to pay IM's charges (other than disputed charges) within sixty (60) days after the date of an invoice, IM may suspend service. If Customer fails to pay IM's charges (other than disputed charges) for six (6) months or longer, IM may securely destroy Deposits, provided IM shall have provided ninety (90) days' written notice to Customer; Customer shall pay IM's standard price for such secure destruction. A final notice will be sent to Customer ten (10) days prior to secure destruction of the Deposits. IM shall have other rights and remedies as may be provided by law. In the event IM takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
15. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within forty-five (45) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s).
16. **Safe Materials and Premises.** Customer shall not store with IM or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer warrants that it shall only place paper-based materials in the shredding bins. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this warranty.
17. **Purchase Orders.** In the event that Customer issues a purchase order to IM covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.
18. **Miscellaneous.** IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate. Neither party may assign this Agreement in whole or in part, except to an affiliate, without the prior written consent of the other party. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to IM shall be sent to the attention of its General Manager. IM may exercise all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these Basic Terms and Conditions and a Schedule, the Basic Terms and Conditions shall prevail as to the services covered thereby. Customer represents and covenants that upon the Effective Date of this Agreement and throughout the Term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the goods or services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; and (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause Iron Mountain to be in violation of such laws and

regulations, and will not require Iron Mountain to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Customer will not provide Iron Mountain any goods, software, services and/or technical data subject to export controls and controlled at a level other than EAR99/AT. This Agreement shall be governed by the laws of the state in which Customer's office identified in this Agreement is located except for conflicts of laws principles.

19. **Entire Agreement.** The terms contained in this Agreement, together with any schedules and/or statements of work, constitute the entire understanding of the parties with respect to the transactions and matters contemplated hereby and supersede all previous communications, representations, agreements and understandings relating to the services provided by IM to Customer with respect to the subject matter hereof.

IRON MOUNTAIN OFFSITE TAPE VAULTING



PRICING FOR CORE SERVICES

Standard Storage (SEE: https://www.ironmountain.com/support/how-it-works/records-management/glossary FOR SERVICE DEFINITIONS)			
Description	Year 1	Year 2	Per
Slotted Media	\$1.22	\$1.27	Slot
Closed Container (Compact)	\$13.69	\$14.24	Container
Closed Container (Small)	\$23.14	\$24.07	Container
Closed Container (Medium)	\$38.58	\$40.12	Container
Closed Container (Large)	\$56.02	\$58.26	Container

Standard Services (SEE: https://www.ironmountain.com/support/how-it-works/records-management/glossary FOR SERVICE DEFINITIONS)			
Description	Year 1	Year 2	Per
Media Handling-Active (With Elec File)	\$0.88	\$0.92	Item
Closed Container Handling	\$3.59	\$3.73	Item
Transport Container Handling	\$4.28	\$4.45	Item
Transport Container	\$14.49	\$15.07	Container
Scheduled Service – Monthly (1-2 Trips per month)	\$81.73	\$85.00	Trip
Scheduled Service – Weekly (3-10 Trips per month)	\$55.97	\$58.21	Trip
Scheduled Service – Daily (11 plus Trips per month)	\$66.63	\$69.30	Trip
Labor	\$68.65	\$71.40	Hour

Note: Additional media requests for a scheduled service must be placed on or before 7:00 PM the previous business day. All "add-on" requests received before 7:00 PM the previous business day will be delivered on the next scheduled service.

Premium Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works/records-management/glossary FOR SERVICE DEFINITIONS)			
Description	Year 1	Year 2	Per
Standard Special Transport (24 hours)*	\$184.70	\$192.09	Trip/Sub-Account
Critical Special Transport (3 hours)*	\$235.32	\$244.73	Trip/Sub-Account
Holiday Charge*	\$136.83	\$142.30	Holiday
Container Locks	\$15.63	\$16.26	Lock
Security Clips	\$3.58	\$3.72	Clip

Other Program Fees (SEE: https://www.ironmountain.com/support/how-it-works/records-management/glossary FOR SERVICE DEFINITIONS)			
Description	Year 1	Year 2	Per
Administrative Fees	\$35.00	\$36.40	Account ID
Fuel Surcharge	*	*	Transportation Visit

Note: A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found at <http://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuel-surcharge>.

Custom Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works/records-management/glossary FOR SERVICE DEFINITIONS)			
Description	Year 1	Year 2	Per
Slotted Media Storage - Oversized	\$1.70	\$1.77	Slot
Slotted Media Storage - Round Reel	\$1.70	\$1.77	Slot
Closed Container (Extra Large)	\$56.02	\$58.26	Container
Closed Container (Cabinet)	\$191.52	\$199.18	Container
Transport Rental	\$1.22	\$1.27	Each per Day
Scheduled Same Building/Same Campus Transport*	\$21.12	\$21.96	Trip
Scheduled Same Place/Same Floor Transport*	\$13.54	\$14.08	Trip
Minimum Monthly Fee	\$262.52	\$273.02	Account ID per Month
Cart	\$119.25	\$124.02	Cart
Transport Cart	\$119.25	\$124.02	Cart
Custom Bar Code Labels	\$1.29	\$1.34	Label

Note: The total Media Handling for Delivery and/or Pickup at Customer Site is subject to a minimum of \$27.37 per month.

Note: Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at <https://www.ironmountain.com/support/how-it-works/records-management/glossary>.

Note: These costs are not inclusive of third party transportation which are the responsibility of the Customer or which are billed directly by the Carrier to the Customer.

Note: Third Party Transportation is priced per shipment.

ADDITIONAL DEAL TERMS

CASE NO.

RESOLUTION NO.

Adopted:

offered the following
resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING
COMMENCEMENT OF LITIGATION AGAINST THE
NEW YORK STATE DIVISION OF HUMAN RIGHTS
AND LISA WHITAKER

WHEREAS, The New York State Division of Human Rights heretofore issued a Notice and Final Order in the case of Lisa Whitaker v. Town of Hempstead (Case no. 10153644, 10169698), dealing with an employer-employee matter; and

WHEREAS, the Town commenced an article 78 proceeding in Nassau County Supreme Court to review the Notice and Final Order, under Index no. 60800-5/2019; and

WHEREAS, the Town Attorney recommends that such proceeding brought by special counsel on his behalf is in the public interest,:

Now Therefore Be It:

RESOLVED, that commencement of the said article 78 proceeding by special counsel on behalf of the Town Attorney is authorized, ratified and confirmed.

The foregoing resolution was seconded by
and adopted upon roll call as follows:

AYES:

NOES:

Item #

28

Case #

20490

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION RATIFYING AND CONFIRMING THE
COMMENCEMENT OF LITIGATION.**

WHEREAS, the Office of the Town Attorney, in consultation with the Town's outside counsel, has requested authorization to ratify and confirm the commencement of legal action against The Dow Chemical Company, Ferro Corporation and Vulcan Materials Company for strict products liability for defective design, strict products liability for failure to warn, negligence, public nuisance, trespass, and such other causes of action as may be deemed necessary and appropriate, in order to recover the substantial costs necessary to protect the public and restore the Town's damaged drinking water supply wells, which are contaminated by the toxic chemical 1,4-dioxane; and

WHEREAS, the Town Board deems it to be in the best interests of the Town to approve the Town Attorney's request to ratify and confirm the commencement of the above described litigation.

NOW, THEREFORE, BE IT

RESOLVED that the Town Board hereby ratifies and confirms the initiation of litigation by the Town's outside counsel against The Dow Chemical Company, Ferro Corporation and Vulcan Materials Company in the United States District Court for the Eastern District of New York.

AYES:

NOES:

Item #

29

Case #

27490

CASE NO.

RESOLUTION NO.

Adopted:

Councilman

offered the following resolution

and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO. 618-2019
AUTHORIZING THE RETENTION OF FULL SPECTRUM CONTRACTING INC. FOR
THE SERVICE, REPAIR AND MAINTENANCE OF THE D.E. FILTRATION
SYSTEMS AT NEWBRIDGE ROAD PARK POOL, OCEANSIDE PARK POOL AND
VETERAN'S MEMORIAL PARK POOL

WHEREAS, the Town Board on June 11, 2019 adopted Resolution Number 618-2019, authorizing the retention of Full Spectrum Contracting Inc. ("Full Spectrum") for the service, repair and maintenance of the D.E. Filtration systems at Newbridge Road Park Pool, Oceanside Park Pool and Veteran's Memorial Park Pool .and;

WHEREAS, it is now apparent as a result of the D.E. Filtration repair services already completed and provided by Full Spectrum and as evidenced by its three (3) outstanding invoices (each dated September 23, 2019 and respectively numbered 1316, 1317 and 1318), that the scope of pool repairs approved by the Resolution in the original amount of \$11,946.00 has been exceeded by the amount of \$4,535.49; and

WHEREAS, there is currently no funding balance of the funds initially authorized under the Resolution from which to pay the three (3) outstanding open invoices from Full Spectrum; and

WHEREAS, in order to pay the aforementioned open invoices from Full Spectrum the Commissioner of the Department of Parks and Recreation recommends to this Town Board that it would be appropriate to increase the authorization under the Resolution for payment to Full Spectrum in the additional amount of \$4,535.49.

NOW THEREFORE, BE IT

RESOLVED, that Resolution number 618-2019 be and hereby is amended to the extent that the payments authorized for pool repair rendered by Full Spectrum Contracting Inc. be increased by an additional Four Thousand Five Hundred Thirty Five and 49/100 (\$4,535.49) and said amount shall be paid from the appropriate capital or budget account and;

BE IT FURTHER

RESOLVED, that Resolution number 618-2019, shall remain in all other respects in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NAYS:

Item #

30

Case #

24883

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF GRANT RELATED DOCUMENTS REQUIRED BY THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL (OCR) RELATIVE TO FUNDING FOR BUILDING DEVELOPMENT, REDUCTION OF ZOMBIE HOUSES AND COMMUNITY RENEWAL OF EXISTING STRUCTURES.

WHEREAS, the Town of Hempstead (the "Town") has applied for and been awarded a grant in the amount of \$215,000 from the New York State Office of Community Renewal, Division of Housing and Community Renewal, to be used for building development, reduction of zombie houses and community renewal of existing structures (the "Grant"); and

WHEREAS, as part of the Grant acceptance process, the Town must execute a Disclosure and Accountability Certification and contract documents (the "Grant Documents"); and

WHEREAS, it is recommended that it is in the best interests of the Town to authorize the execution of the Grant Documents.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Supervisor be and hereby is authorized and directed to execute, on behalf of the Town, the Grant Documents and any amendments thereto, and to take such further action as may be necessary to effectuate the foregoing; and be it further

RESOLVED, that the Office of the Comptroller be and hereby is authorized and directed to deposit the Grant funds into the appropriate account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 31

Case # 26493

DIVISION OF HOUSING AND COMMUNITY RENEWAL
CONTRACT FACE PAGE

<u>STATE AGENCY (Name & Address):</u> Division of Housing and Community Renewal 38-40 State Street Albany, NY 12207	<u>CONTRACT NUMBER: HCR01-CONTRACT</u> <u>NUMBER-1170000</u> <u>BUSINESS UNIT: HCR01</u> <u>DEPARTMENT ID: 1170000</u>
<u>CONTRACTOR (Name & Address):</u> 	<u>TYPE OF PROGRAMS:</u> <u>Member Item</u>
<u>NYS VENDOR ID NUMBER:</u> <hr/> <u>CHARITIES REGISTRATION NUMBER:</u> <hr/>	<u>TERM:</u> <u>FROM: 00/00/0000 TO: 00/00/0000</u> <u>CONTRACT AMOUNT: \$000,000.00</u>
<u>STATUS:</u> Contractor HAS <input checked="" type="checkbox"/> HAS NOT <input type="checkbox"/> timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. Contractor IS <input type="checkbox"/> IS NOT <input checked="" type="checkbox"/> a sectarian entity. Contractor IS <input checked="" type="checkbox"/> IS NOT <input type="checkbox"/> a not-for-profit.	
<u>CONTRACT PACKAGE CONTAINS (IN THIS ORDER):</u> <u>X ORIGINAL CONTRACT DOCUMENTS:</u> <ul style="list-style-type: none"> ✓ <u>CONTRACT SIGNATURE PAGE</u> ✓ <u>STATE OF NEW YORK AGREEMENT</u> ✓ <u>APPENDIX A Standard Clauses as required by the Attorney General for all State contracts</u> ✓ <u>APPENDIX A1 Agency-specific Clauses.</u> ✓ <u>APPENDIX A1-A Additional Contract Language</u> ✓ <u>APPENDIX A2 Description of Neighborhood/Area Boundaries</u> ✓ <u>APPENDIX B Budget</u> ✓ <u>APPENDIX C Payment and Reporting Schedule</u> ✓ <u>APPENDIX D Program Work Plan</u> ✓ <u>APPENDIX G MWBE Requirements, Procedures & Forms</u> ✓ <u>APPENDIX X State of New York Modification Agreement Form</u> ✓ <u>CERTIFICATION APPENDIX</u> ✓ <u>TRANSMITTAL LETTER OF AWARD TO GROUP</u> ✓ <u>VENDOR RESPONSIBILITY FORMS</u> ✓ <u>WORKERS COMPENSATION & DISABILITY INSURANCE FORMS</u> <u>X OTHER DOCUMENTS:</u> <ul style="list-style-type: none"> ✓ <u>INITIATIVE FORM</u> ✓ <u>OAG CHARITY REGISTRATION CONFIRMATION</u> ✓ <u>B-1184 ATTACHMENT A</u> ✓ <u>APPROPRIATION LANGUAGE</u> ✓ <u>OSC CHECKLIST FOR LOCAL GRANT AWARDS</u> ✓ <u>EXTRA CONTRACT SIGNATURE PAGES</u> 	

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

<p>CONTRACTOR</p> <p>_____</p> <p>_____</p> <p>By: _____</p> <p>_____</p> <p style="text-align: center;">Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Contract No. _____</p> <p>STATE AGENCY</p> <p>_____</p> <p>_____</p> <p>By: _____</p> <p>_____</p> <p style="text-align: center;">Printed Name</p> <p>Title: _____</p> <p>Date: _____</p> <p>State Agency Certification "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."</p>
<p>STATE OF NEW YORK)) SS.: COUNTY OF)</p> <p>On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.</p> <p>(Notary) _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>STATE COMPTROLLER'S SIGNATURE</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p>

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contract must be submitted to OSC for approval when:

The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars;
or

The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

- H. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting

Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

- A. Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
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To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contract must be submitted to OSC for approval when:

The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

- H. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

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- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting

Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

- A. Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

October 2019

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a 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 contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a 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; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

Page 5

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

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any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100.
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnyccontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A1
MEMBER ITEM PROGRAM

- 1) **PROGRAM WORK PLAN; COOPERATION.** The Contractor shall perform member item activities (the "Member Item Activities") described in the plan annexed as Appendix D (the "Program Work Plan" within the neighborhood/area as more fully described in the annexed Appendix A2 (the "Neighborhood/Area"). This Agreement does not grant or delegate to the Contractor any exclusive right to conduct the Member Item Activities within the Neighborhood/Area. The State may designate other organizations to perform Member Item Activities in the Neighborhood/Area, and the Contractor shall communicate with and be receptive to the programs and proposals of such other organizations within the Neighborhood/Area.

- 2) **DISBURSEMENT OF MEMBER ITEM FUNDS.** State may, upon written request by the Contractor, elect to make quarterly payments. Such request for quarterly payment must be made at least forty-five (45) days prior to the first day of the quarter for which such quarterly payment is requested. For the purposes of this paragraph, "quarter" shall mean each succeeding three month period following the first day of the month in which this Agreement commences. Contractor may request quarterly payment for any quarter following the first quarter. No quarterly payment shall be due unless the State determines that substantial progress has been made toward completion of the Member Item Activities and approves such request. If the State approves the request for quarterly payment, Contractor will be so informed in writing at least fifteen (15) days prior to the first day of the quarter for which quarterly payment is requested and quarterly payment will be due on the first day of the quarter for which such quarterly payment is requested. If the nature of the Member Item Activities requires advance payment, the State may elect to release funds in that manner. Such advance payment shall be due on the 15th day of the month in which this Agreement commences.

- 3) **ELIGIBLE COSTS.** The Contractor may use the Member Item Funds only for costs authorized by the Budget (Appendix B).

- 4) **ADDITIONAL FUNDS.** The Contractor shall make best efforts to secure:
 - A) Funds in addition to the Member Item Funds from all available sources to pay for the Member Item Activities, and
 - B) Services to be rendered to the Contractor without consideration payable by Contractor for the performance of the Member Item Activities.

- 5) *REPRESENTATION AND WARRANTIES.* The Contractor represents and warrants that:
- 1) The occupants of any building owned by the Contractor containing housing accommodations are adequately represented, and
 - 2) The Contractor is in compliance and will comply with the Conflict of Interest Provisions found in 9NYCRR §2601.3 and 9 NYCRR §2811.3 as amended from time to time.
- 6) *NO COMMITMENTS BEYOND CONTRACT PERIOD.* The Contractor shall not enter into any contract, lease or other agreement in which the terms or effect shall commit the use of the Member Item Funds for a period of time in excess of the Period of this Agreement, unless the Contractor obtains the prior written consent of the State.
- 7) *REPORTS.* Contractor shall keep a copy of the Annual Audit or Cost Certification on file in your office for review by New York State Homes and Community Renewal, Office of Community Renewal (OCR). If you are completing an Audit, you must submit to the OCR the Opinion Letter and Management Letter (if any). This must include a review of the Member Item Program covering all years of the contract term.
- 8) *INSURANCE.*
- A) During the Period of this Agreement, the Contractor shall maintain and keep in force the following insurance policies with an insurer duly licensed to transact business in the State of New York:
 - (i) Comprehensive Liability Insurance, with a minimum of liability of \$500,000 combined with single limit (bodily injury and property damage) containing the following coverage:
 - (a) Premises and Operations
 - (b) Independent Contractors
 - (c) Contractual Liability
 - (d) Products – Completed Operations
 - (e) Liability for Owned Automobiles, if the Contractor owns motor vehicles
 - (f) Employers Non-Ownership, including Hired Vehicles

- (ii) Fire and Casualty Insurance for real or personal property owned by the Contractor.
- (iii) Worker's Compensation and Disability Benefits Insurance.
- (iv) a fidelity bond of dishonesty Insurance, in a form acceptable to the State, naming the State as loss payee and with a limit of liability in an amount equal to the largest disbursement under this Agreement and bonds each position authorized by the Contractor to receive, handle or disburse the Member Item Funds (the "Bond").

B) The State of New York and New York State Homes and Community

Renewal, Office of Community Renewal shall be named as additional insured under the Contractor's policy of Comprehensive Liability Insurance. The Contract shall keep on file at the organization's office certificates for all policies of insurance referred to in Subparagraph (A) or this Paragraph 8, together with evidence of the payment of premiums thereon, within thirty (30) days of the effective date of this Agreement. Each of said policies shall also provide that the insurer will give the State at least 30 days prior written notice of the cancellation of said policy.

9) *BREACH OF CONTRACT/TERMINATION.*

- 1) The State may allow the Contractor to cure any breach or non-performance under the Contract.
- 2) The State shall, within fifteen (15) days after receiving notice of cure from the Contractor in the manner and with the time limit specified by the State, or in the event that the Contractor fails to give such notice, within fifteen (15) days after the expiration of any time limit for the giving of such notice, give notice to the Contractor stating whether the non-performance or breach by the Contractor has been cured or remedied to the satisfaction of the State and, if not, what action (which may include, without limitation, termination of this Agreement) the State intends to take as a result of such failure to cure or remedy.

- 10) *RENEGOTIATION.* Notwithstanding anything to the contrary contained in this Contract, the State in its sole discretion may amend, modify or renegotiate this Agreement, from time to time during its period, in light of the Contractor's actual performance or new or changed conditions. If the Contractor refuses to agree to any amendment, modification or renegotiation proposed by the State, the State may terminate this Agreement and the Contractor shall remain liable to the State for any funds not expended under the terms of this Contract.

11) *PERFORMANCE REVIEW.* The State will review the Contractor in such manner and at such times as the State shall determine for the purpose, among other things, of ascertaining the quality and quantity of the activities performed by the Contractor, their compliance with the provisions of this Agreement, and the financial integrity and efficiency to the Contractor.

12) *POLICIES AND PROCEDURES.* The Contract agrees to comply with the Policies and Procedures regarding the Member Item Program of OCR, as amended from time to time, which are hereby incorporated herein and made part hereof.

13) *NON-LIABILITY.* Nothing in this Agreement or otherwise shall impose any liability or duty whatsoever on the State.

14) *NOTICE OF INVESTIGATION OR DEFAULT.* The Contractor shall notify the State within ten (10) calendar days after obtaining knowledge of:

- 1) The commencement of any investigation or audit of its activities by any governmental agency;
- 2) The alleged default by the Contractor under any mortgage, deed of trust, security agreement, loan agreement or credit instrument, whether executed in connection with the Project or otherwise, or;
- 3) Any alleged breach by the Contractor of the terms of any agreement, credit agreement, lease or other instrument executed in connection with the Project. Contractor shall insure that, in the event of any alleged default under any of such instruments, the mortgagee, secured party, lender or lessor, as the case may be, shall simultaneously send to the State a copy of any notice of such alleged default sent to the Contractor, and shall give the State a reasonable opportunity to cure such alleged default sent to the Contractor, and shall give the State a reasonable opportunity to cure such alleged default.

15) *CONTRACTS.* All contracts entered into by the Contractor for legal, accounting, architectural, technical, professional, consulting or other services which are to be paid for in whole or in part, with Member Item Funds shall be arms-length transactions and shall be retained by the Contractor at its place of business throughout the term of such contract.

APPENDIX A1-A

Additional Contract Language

The Contractor shall use any and all of the funds allocated under Contract # solely and directly to support:

APPENDIX A2

Description of Neighborhood/Area Boundaries

APPENDIX B

Budget

Budget: To be supplied the Organization and inserted behind this cover

APPENDIX C Payment and Report Schedule

Submit the following items to the Office of Community Renewal:

Contract Package
Standard Voucher
Disbursement Form

Final Package
Work Plan Modifications

I. PAYMENT REQUESTS

DOCUMENT	Submit no Later Than	Submit To
Payment Request	Return with signed contract *See Member Item Program (MIP) Manual for Requirements	Office of Community Renewal (OCR)
Disbursement Request Form	To be submitted with each payment request	OCR
<ul style="list-style-type: none"> • Vouchers must be completed as instructed. Please read instructions. • Payment is due according to payment language Appendix A1 No. 2 in the contract 		

II. REPORTING DOCUMENTS

DOCUMENT	Submit no Later Than	Submit To
Final Report	Must be submitted with completion payment but not later than 60 calendar days after completion of contract	OCR
Financial Report (Audit or Cost Certification)	Awards over \$50,000, must be kept on file for HCR review *See MIP Manual for Requirements	OCR

III. OTHER DOCUMENTS

DOCUMENT	Submit no Later Than	Submit To
Work Plan Modification	By the end of the third quarter of the contract	OCR
Change in Purpose	Prior to expenditure of funds	OCR

APPENDIX D

Work Plan

Work Plan: See attached

**NYS Homes and Community Renewal
Legislative Member Item Program Work Plan**

Program Year: ___ / ___ / ___

SHARS ID: _____

Contract Number: _____

Organization Name: _____

Mailing Address: _____ City: _____

State: _____ Zip Code: _____ County: _____

Phone Number: (____) _____ - _____ Fax Number: (____) _____ - _____

Contact Person: _____

Title: _____

E-mail Address: _____

Board Chair/President: _____

Board Chair/President Signature: _____

Date: _____

Funding Amount	
Organization Name	
SHARS ID	

Purpose of Project (as identified by Legislature)

Description of Activities

Funding Amount	
Organization Name	
SHARS ID	

Description of Neighborhood/Area Boundaries. Please provide a description of the neighborhood and/or service area that will be impacted by these funds. Include relevant demographic data, boundaries, and general characteristics of the area being served.

--

Funding Amount	
Organization Name	
SHARS ID	

**BUDGET
(Total Salaries)**

Name	Title	Portion of Salary Paid by MIP funds	Total Salary
Total Salaries		\$	\$

Funding Amount	
Organization Name	
SHARS ID	

**BUDGET
(Total Salaries)**

Line	Personnel Services	Member Item Funds	Total Funds
1	Total Salaries (from p.4)	\$	\$
2	Total Fringe Benefits		
	Total Personnel Services	\$	\$
	Regulated Other Than Personnel Services (OTPS)	\$	\$
3	Insurance/Bonding		
4	Professional Services		
5	Accounting		
6	Audit		
7	Legal		
8	Other		
9	Equipment		
10	Other (brief description)		
	Total Regulated OTPS	\$	\$
	General Other Than Personnel Services (OTPS)		
11	Rent/Mortgage		
12	Telephone		
13	Office Supplies		
14	Printing/Postage		
15	Utilities		
16	Service & Maintenance Agreements		
17	Bank Charges (not interest)		
18	Other (brief description)		
	Total General OTPS (total lines 11 thru 18))	\$	\$
	Total OTPS (total lines 3 thru 10)	\$	\$
	Total Budget (total Personnel Services, General OTPS + Total OTPS)	\$	\$

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APPENDIX II

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN
REQUIREMENTS AND PROCEDURES
FOR CONTRACTS WITH**

**NEW YORK STATE HOUSING FINANCE AGENCY
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TOBACCO SETTLEMENT FINANCING CORPORATION
HOUSING TRUST FUND CORPORATION
NYS DIVISION OF HOUSING AND COMMUNITY RENEWAL**

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I. General Provisions

- A. The New York State Housing Finance Agency, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency, Tobacco Settlement Financing Corporation, Housing Trust Fund Corporation and NYS Division of Housing and Community Renewal (individually, "Agency" and collectively, "Agency(ies)" or "Agencies") are required to implement the provisions of New York State ("State") Executive Law Article 15-A and 5 NYCRR Parts 142-144 (collectively the "MWBE Regulations") for all State contracts as defined therein, with a value (i) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing, or (ii) in excess of \$100,000 for real property renovations and construction.
- B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Agency(ies), to fully comply and cooperate with the Agency(ies) in the implementation of New York State Executive Law Article 15-A ("Article 15-A"). These requirements include equal employment opportunities ("EEO") for minority group members and women and contracting opportunities for State certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.
- C. Failure to comply with all the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of Contract, leading to the withholding of funds, liquidated damages (as set-forth in Section VI of this Appendix II) or such other action or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this Contract, the overall MWBE participation goal for the Agency(ies) is indicated in the solicitation document and the Contract.
- B. For purposes of providing meaningful participation by MWBEs on this Contract and achieving the Contract Goals established in Section II.A of this Appendix II, Contractor

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should reference the directory of State certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must demonstrate its “good faith efforts” to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com/frontend/diversityusers.asp>, provided, however, that a Contractor may arrange to provide such evidence via a non-electronic method by contacting Ms. Wanda Graham at 641 Lexington Avenue, 4th Floor, New York, New York 10022 or by sending an email to Econ.Opportunity@nyshcr.org. Please note that the NYSCS is a one stop solution for all of the Contractor’s MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Contractor’s MWBE requirements, please click on the following hyperlinked MWBE guidance, “*Your MWBE Utilization and Reporting Responsibilities Under Article 15-A.*”

III. MWBE Utilization Plan, PROC 2 form

- A. The Contractor represents and warrants that Contractor has submitted a MWBE Utilization Plan either prior to, or at the time of, the execution of this Contract.
- B. Contractor agrees to use such Utilization Plan for the performance of MWBEs on this Contract pursuant to the prescribed MWBE goals set forth in Section II.A. of this Appendix II.

Contractor further agrees that a failure to submit and/or use such Utilization Plan shall constitute a material breach of the terms of this Contract. Upon the occurrence of such a material breach, the Agency(ies) shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

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IV. Request for Waiver, PROC-3 form.

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

V. Cumulative Payment Statement, PROC-6 form

Contractor is required to submit a quarterly Cumulative Payment Statement to the Agency(ies) by the 10th day following each end of quarter (i.e., March 31st, June 30th, September 30th and December 31st) over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VI. **Liquidated Damages**

In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, that such a finding constitutes a breach of Contract and the Agency(ies) may withhold payment from the Contractor. Such liquidated damages shall be calculated as an amount equaling the difference between (a) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency(ies), Contractor shall pay such liquidated damages to the Agency(ies) within sixty (60) days after Contractor is assessed by the Agency(ies), unless prior to the expiration of such sixtieth (60th) day the Contractor has filed a complaint with the Director of the Division of Minority and Women Business Development pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Agency(ies).

VII. Contractor's Requirements for Equal Employment Opportunity for Minority Group Members and Women

- A. Contractor agrees to be bound by the provisions of the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the provisions of Article 15-A indicated below as "B" and "C".
- B. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- C. The Contractor shall submit an EEO policy statement to the Agency(ies) within seventy-two (72) hours after the date of the notice by the Agency(ies) of award of this Contract to Contractor. If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency(ies) may provide the Contractor or Subcontractor a model statement (see MWBE & EEO Policy Statement (Model), PROC-4 form, hyperlinked herein). The Contractor's EEO policy statement shall include the following language:

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- (i) Pursuant to the Human Rights Law and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor (1) will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, (2) will follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest, (3) will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and (4) will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status and the Contractor will also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, that they will follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

The Contractor will include the provisions of subdivisions (i) through (iii), subsection and paragraph "D" of this Section VII this Appendix II, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the

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requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Contract.

D. EEO Staffing Plan, PROC-1 form

To ensure compliance with this section, the Contractor shall submit a staffing plan identifying the work force to be utilized on the Contract. The Contractor shall submit the Staffing Plan as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

E. EEO Workforce Utilization Report, PROC-5 form

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

ALL FORMS ARE HYPERLINKED

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.	
Offeror/Contractor Name:	Federal Identification No.:
Address:	Solicitation/Contract No.:
City, State, Zip Code:	M/WBE Goals: MBE % WBE %
<p align="center">By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.</p>	
Contractor is requesting a: 1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____	
PREPARED BY (Signature):	Date:
<small>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</small>	
Name and Title of Preparer (Printed or Typed):	Telephone Number:
	Email Address:
Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit: New York State Homes & Community Renewal Office of Economic Opportunity and Partnership Development 641 Lexington Ave, 5 th Floor New York, NY 10022 Email to: Econ.Opportunity@nyshcr.org	***** FOR AGENCY USE ONLY *****
	REVIEWED BY:
	DATE:
	Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ *Comments:

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.

CERTIFICATION APPENDIX

DISCLOSURE & ACCOUNTABILITY CERTIFICATIONS*

I. No Conflict of Interest

Except as otherwise fully disclosed in a separate appendix attached to this Contract, the Contractor affirms, to the best of its knowledge, under penalty of perjury, that neither the Sponsoring Member(s) nor any Related Parties to Sponsoring Member(s) has any financial interest, direct or indirect, in the Contractor, or has received or will receive any financial benefit, either directly or indirectly, from the Contractor or from the matters contained in this Contract.

II. Good Standing

Except as otherwise fully disclosed in a separate appendix attached to this Contract, the Contractor affirms, to the best of its knowledge, under penalty of perjury that:

- (A) At no time during the past five years has the Contractor or any of the Contractor's Affiliates or principal owners (1) been barred by a government agency from entering into a government contract as a result of inappropriate activity or unlawful conduct; (2) been declared in default and/or terminated for cause of any government contract; (3) received an overall unsatisfactory performance rating from any government agency on any contract; (4) been convicted or charged with a felony or misdemeanor; (5) failed to file federal, state or city tax returns or pay taxes owed; or (6) (to the extent the entity is a charity or not-for-profit organization) failed to file any and all required forms with any government agency regulating the entity;
- (B) At no time within the last seven years has the Contractor or any of the Contractor's Affiliates or principal owners been involved in any bankruptcy proceeding (whether or not closed);
- (C) Neither the Contractor, nor any of the Contractor's Related Parties, has paid any third party or agent, either directly or indirectly, to aid in the securing of this Contract.

To the extent the answer to any of these questions is "yes", please describe the events and circumstances in an attached appendix.

III. Funds Used Solely for Public Purpose

The Contractor affirms, to the best of its knowledge, under penalty of perjury, that all funds expended pursuant to the terms of this Contract are intended to be used and will be used solely and directly for the public purpose or public purposes specified elsewhere in this Contract.

IV. Sponsoring Member(s)

The Sponsoring Member(s) of the local legislative initiative pursuant to which this Contract will be funded is/are _____

V. Definitions

As used herein in this Appendix:

- (1) "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the specified party.
- (2) "Contractor" means the party or parties receiving funds pursuant to the terms of this Contract.
- (3) "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants of the party or of the party's spouse, (iii) any sibling of the party or of the party's spouse, (iv) any person sharing the home of any of the foregoing, (v) any staff member, employee, director, officer or agent of the party, and (vi) Affiliates or subcontractors of the party.
- (4) "Sponsoring Member(s)" means the sponsoring Assembly Member or State Senator that sponsored the grant related to this Contract in the Fiscal Year _____ New York State Budget. With respect to the Executive Allocations from lump sum appropriations in such budget, the "Sponsoring Member" shall be Governor Andrew M. Cuomo.

The undersigned recognizes that this Certification Appendix is submitted for the express purpose of assisting the State of New York and political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State of New York and political subdivisions may in their discretion, by means which they choose, verify the truth and accuracy of all statements made herein; acknowledges that knowing or intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.45; and states that the information submitted in this Certification Appendix and any attached pages is true, accurate and complete.

Name of Contractor

Signature of Authorized Official/Date

Address

Typed Copy of Signature

City, State, Zip Code

Title

Sworn to before me this _____ day of

_____, 20_____.

Notary Public

Affix Notary Seal or Stamp

APPENDIX X

Business Unit HCR01
Department ID 1170000

Contract No. _____
Period _____

Funding Amount for Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through Division of Housing and Community Renewal, having its principal office at 38-40 State Street, Albany, NY 12207 (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number _____, as amended in attached Appendix(ices).

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

Printed Name _____

Printed Name _____

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)
) SS.:
County of _____)

On the ____ day of _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary): _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

VENDOR RESPONSIBILITY QUESTIONNAIRE

STATE OF NEW YORK DIVISION OF HOUSING AND COMMUNITY RENEWAL

Complete all fields on pages one and two, attach additional sheets if required, and sign and notarize page three. Return all pages with your contract.

1. Is Vendor: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Certified to do business in NYS	
2. Vendor's Legal Business Name	3. D/B/A -Doing Business As (if applicable)
4. Identification Numbers FEIN: _____ Charities Registration: _____ Other: _____	
5. Address of Primary Place of Business and New York State Office (if applicable)	6. Telephone Number: 7. Fax Number: 8. Website Address:
9. Authorized Contact for This Questionnaire Name: _____ Title: _____ Telephone No: _____ Fax No: _____ e-mail: _____	10. Vendor's Business Entity Is (check appropriate box) <input type="checkbox"/> Business Corporation State of Inc. <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> General Partnership <input type="checkbox"/> Not-for-Profit Corporation <input type="checkbox"/> Limited Liability Company (LLP) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Other - Specify: _____
11. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who are currently serving or have served in the past three years as: a) an elected or appointed official or officer? <input type="checkbox"/> Yes <input type="checkbox"/> No b) a full or part time employee in a New York State agency or as a consultant to any New York State agency or authority? <input type="checkbox"/> Yes <input type="checkbox"/> No c) an officer of any political party organization in New York State, whether paid or unpaid? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If yes to any of the above, attach additional sheets listing each individual's name, title, organization, and dates of service. Match response number to questionnaire number.</i>	

12. Does the vendor use, or has it used in the past 10 (ten) years, any other business name, FEIN, or D/B/A other than those listed in items 2-4? Yes No
If yes, list other business names, FEINs and relationship to vendor.

13. Within the past (5) five years, has the vendor, any individuals serving in a managerial or consulting capacity, principle owners, officers, major stockholders (10% of voting shares for publicly traded companies, 25% or more for all other companies), affiliate¹, or any person involved in the bidding or contracting process:

- a) been suspended, disbarred, or terminated by a local, state, or federal authority in connection with a contract or contracting process? Yes No
- b) been disqualified for cause as a bidder? Yes No
- c) entered into a voluntary exclusion agreement from bidding/contracting? Yes No
- d) had a bid rejected on a NYS contract for non-compliance with the MacBride Fair Employment Principles or failure to meet statutory Affirmative action or M/WBE requirements? Yes No
- e) had status as a W/MBE Enterprise denied, de-certified, revoked, or forfeited? Yes No
- f) been subject to administrative or civil action seeking restitution in connection with any local, state, or federal government contract? Yes No
- g) been denied an award of local, state, or federal government contract or had a contract suspended or terminated for non-responsibility? Yes No
- h) been indicted, convicted, or received a judgment against them for any business related local, state, or federal crime including liens, fines, penalties, or injunctions? Yes No
- i) been issued a citation, notice, violation order, or are pending an administrative hearing or determination for violations of any local state, or federal laws, rules, or regulations? Yes No

If yes to any of the above, attach additional sheets detailing the situation and listing names, titles, organizations, and dates of service of individuals involved. Match response number to questionnaire number.

14. Within the past three (3) years, has the vendor had any governmental audit that revealed material weaknesses in its internal controls? Yes No

If yes, indicate finding(s). Please attach additional sheets if necessary.

15. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven (7) years? Yes No

16. Is the vendor currently insolvent or have reason to believe that an involuntary bankruptcy proceeding may be brought against them? Yes No

17. Has vendor been a contractor or subcontractor on any contract with NYS in the past five (5) years? Yes No

If yes, indicate organization's name, nature of contract, and dates.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principle owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purpose of this questionnaire.

State of _____)
County of _____) ss:

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York and its agencies or political subdivisions in making a determination regarding contract awards and approval of subcontracts; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate, and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information, and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that the New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business

Signature of Owner/Officer

Address

Printed Name of Signatory

City, State, Zip

Title

Sworn to before me this _____ day

of _____, 20_____.

Notary Public

Printed Name

Signature

Date

**OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY PROFILE**

Part I – Contract Information - Complete for all transactions.			
1. Business Unit	2. Department ID #	3. Department Name	
4. Contract/PO #	5. Amendment Sequence #	6. Transaction Amount \$	7. Total Contract Value \$
8. Vendor Name		9. NYS Vendor ID #	10. Taxpayer ID/EIN #
11. Contractor Type: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor			
12. Contract Description			
13. State contracting entity contact for this transaction – Name, Phone, Email James Graiff, 518-486-3907, james.graiff@nyshcr.org			
14. Were any issues disclosed by vendor and/or found by State contracting entity? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "Yes," provide details using Attachment A, Item 1.)			
15. If this is a new contract or renewal, has the vendor's documentation of New York State Workers' Compensation and Disability Benefits coverage or exemption been verified as accurate, up-to-date, and included as part of the procurement package as outlined in <u>GFO XL18.G?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If "No," provide details using Attachment A, Item 2.)			
Part II – Vendor Disclosure and State Contracting Entity Process – Complete for a new contract valued at \$100,000 or more, or an amendment that brings total approved amount to \$100,000 or more for the first time.			
16. Identify disclosures used in this review that were <i>provided by the vendor</i> . Check all that apply and attach all pertinent items. (Information found on the VendRep System should NOT be printed for OSC.)			
<input type="checkbox"/> Online VendRep Questionnaire Date Certified:		<input type="checkbox"/> Hard Copy Questionnaire (Must attach, if used) Date Certified:	
<input type="checkbox"/> Financial Statements	<input type="checkbox"/> Solicitation Document Responses	<input type="checkbox"/> Vendor Correspondence	
<input type="checkbox"/> Other Vendor Disclosure - Describe:			
<i>All reviews must be thorough and comprehensive to mitigate any risks to public funds or services.</i>			
17. Is a description of the State contracting entity's process included in Attachment A, Item 2? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," explain:			
Part III – State Contracting Entity Responsibility Determination			
The above named contracting entity has undertaken an affirmative review of the proposed contractor's responsibility and, based upon such review, has reasonable assurance that the proposed contractor is: <input type="checkbox"/> Responsible <input type="checkbox"/> Non-Responsible			
Signature		Date:	
Print Name:		Title:	

**OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY PROFILE**

Attachment A

Business Unit #	Department ID #
Contract/PO #	Amendment Sequence #
Vendor Name	NYS Vendor ID #

Item 1: Issue Detail

For each issue disclosed by the vendor or found by the State contracting entity, describe the issue and its resolution.

Note: In the "Resolution" field, include the State contracting entity's assessment of the issue, its relevance to the vendor's responsibility for this procurement (including any supporting reasons), and any corrective or mitigating actions taken by the State contracting entity or vendor in response to the issues (attach additional pages if necessary). *If the State contracting entity believes the issue has no impact on this transaction, state the reason(s) justifying such statement.*

Issue Description	State Contracting Entity Resolution
1.	
2.	
3.	

Item 2: State Contracting Entity Process

Describe the steps *taken by the State contracting entity* to determine vendor responsibility including consideration of the vendor disclosures and the independent State contracting entity research, including but not limited to, internet sources, contracting entity records, and internal or external communication. If a Resource Checklist was used, it is acceptable to submit the completed list in lieu of describing the process.

Note: Do not submit copies of website search results or information found on the VendRep System.



Homes and Community Renewal

ANDREW M. CUOMO
Governor

RUTHANNE VISNAUKSAS
Commissioner/CEO

<< Date >>

<Salutation> <First Name. <Last Name>
<Title>
<Organization Name>
<Address 1>
<Address 2>
<City, State Zip>

Dear <Salutation> <Last Name>:

Re: Legislative Member Item Program
Contract # <Contract Number>
SHARS ID # <SHARS Number>
Award Amount \$<Award Amount>
Contract Term <00/00/0000-00/00/0000>

The New York State Division of Homes and Community Renewal (DHCR), Office of Community Renewal (OCR), has been advised by the New York State Legislature that <organization name> has been designated for an award of \$<Award Amount> under the Legislative Member Item Program (MIP) for the <Program Year> Program Year.

Please carefully review the enclosed contract documents and be sure to complete all required documents. **Contract packages that are incorrect or incomplete will be returned for correction and resubmission.** The Member Item Program Manual is being provided to you with this notification.

Please note that all vendors doing business with the New York State must have a valid Federal Employer Identification Number (FEIN) and a Vendor Identification Number. If <organization> does not have a valid Vendor Identification Number, please complete a Substitute Form W-9 and submit it to the Office of Community Renewal to be assigned a number. The W-9 form is available online at: http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf.

By signing and submitting the contract documents to the OCR, the <organization> certifies that 1) the payment request does not duplicate reimbursement of costs and services received from other funding sources; 2) the DHCR has the right to perform field inspections and/or conduct a post-award audit to ensure contract compliance; and 3) the DHCR is provided recourse against your company in the event of non-compliance. **Organizations receiving an award have the contract term to fully expend all funds.** A copy of the completely executed contract and a Final Report document will be sent to you following execution of the contract by the OCR. The Final Report must be submitted by each organization no later than 30 days after the completion of contract activities or contract expiration.

<Salutation> <First Name> <Last Name>
<Organization Name>
<Date>
Page 2

Please return the completed full contract package no later than <Date> to:

NYS Division of Homes and Community Renewal
Office of Community Renewal
Attn: Nancy Curran
Hampton Plaza
38-40 State Street, Floor 4S
Albany, NY 12207-2804

By this signature _____
Full Name Title
<Organization Name> accepts all the program requirements for the Legislative Member Item Program as stated in the completed contract documents and the Member Item Program Manual.

Please contact Elisabeth Draper or Nancy Curran at (518) 474-2057 if you have any questions regarding the Legislative Member Item Program.

Sincerely,

Crystal Loffler
Deputy Commissioner
Office of Community Renewal

Enclosure

cc: Honorable <Senator>, New York State Senate

Workers Compensation and Disability Insurance

To assist the vendor in resolving this matter, the following links to information regarding acceptable proofs of coverage are provided.

Workers' Compensation - <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

Exemption -

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

Agency or contracting entity questions regarding coverage requirements may be directed to the WCB compliance division, Walter Peretti, 518-402-8330, walter.peretti@wcb.ny.gov.

**SFY 2019-20
NEW YORK STATE SENATE
INITIATIVE FORM**

Legally Incorporated Name of Organization: Town of Hempstead

Federal Employer Identification Number (EIN): [REDACTED]

New York State Charities Registration Number:

Location of Project: Town of Hempstead, NY

County/Counties Served: Nassau

Description of Project: Funding to be used for building development, reduction of zombie houses and community renewal of existing structures.

Funding Level: \$215,000

Requested State Agency to Administer Program: Division of Housing and Community Renewal

Program Contact Information:

Name: John Novella
Title: Deputy Commissioner of Buildings
Address: 1 Washington Street

City: Hempstead **State:** New York **Zip:** 11550

Phone: 516-812-3167 **Ext.**

Fax: N/A

E-mail: Johnnov@tohmail.org

Senator's Name: Kevin Thomas

Date: 7/25/19

**DIVISION OF HOUSING AND COMMUNITY RENEWAL
MASTER CONTRACT FORM**

Program: <u>Member Item</u>			
Organization Information:			
Name of Organization: _____			
Contact Person: _____		Phone Number: _____	
County: _____		Municipality: _____	
Contract Information: Contract # _____ SHARS ID# _____			
<input type="checkbox"/> Initial Contract			
Contract Term:		Budget Period:	
From: _____		From: _____	
To: _____		To: _____	
Contract Amount: \$ _____		Allocation: \$ _____	
<input type="checkbox"/> Amendment			
<input type="checkbox"/> Change the Contract Period End Date to..... _____			
<input type="checkbox"/> Increase the Contract Amount by..... \$ _____			
<input type="checkbox"/> Decrease the Contract Amount by..... \$ _____			
<input type="checkbox"/> Allocate Funds for additional funding periods:			
Funding Period _____ to _____		Allocation \$ _____	
<input type="checkbox"/> Change in allocation for current budget period:			
Budget Period _____ to _____		Allocation Change \$ _____	
<input type="checkbox"/> Other _____			
Special Terms of Funding: <input type="checkbox"/> None <input type="checkbox"/> Conditional <input type="checkbox"/> Probation Continued			
Comments:			
Approvals:			
_____		_____	
Program Director	Date	Deputy Commissioner	Date

Board Resolution

Resolution Number: _____

I hereby certify that at a meeting of the Board of Directors of _____, a corporation organized under the laws of the State of New York, duly called (a quorum being present) and held at the office of said corporation, _____, in the City of _____, State of New York, on _____, _____, the following resolution was duly adopted and is now in full force and effect:

WHEREAS, the Board of Directors authorizes the Corporation's participation in the Legislative Member Item Program (MIP);

NOW THEREFORE, be it

RESOLVED, the Board of Directors does hereby authorize by signature, the _____ to take all actions necessary to enter into contract for the Member Item Program (MIP) with the New York State Division of Housing & Community Renewal, and to keep on file a copy of said Agreement in the office of the Corporation of this Board; and be it further

RESOLVED, that a certified copy of this Resolution be sent by the Secretary of the Board to the New York State Division of Housing & Community Renewal.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Board of said Corporation and affixed the corporate seal this date.

Secretary, Board of Directors

NYS Homes and Community Renewal
Legislative Member Item Program Work Plan

Instructions: A final report is due to the Office of Community Renewal (OCR) upon completion of the program activities but no later than 30 days after the end of the contract term. The final report must indicate how funds were spent and the program activities accomplished. *Copies of documentation supporting the expenses listed in the final report (receipts, canceled checks, general ledger record, etc.) must be kept on file and are subject to review by Homes and Community Renewal.*

Contract Type

\$0 - \$14,999 (VM)

\$15,000 - \$49,999 (T)

\$50,000 and up (C, M)

Program Year: _____ / _____ / _____

SHARS ID: _____

Contract Number: _____

Organization Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Phone Number: (____) _____ - _____ Fax Number: (____) _____ - _____

Contact Person: _____

Title: _____

E-mail Address: _____

Board Chair/President: _____

Board Chair/President Signature: _____

Date: _____

Funding Amount	\$
Organization Name	
SHARS ID	

Purpose of Project (Legislative Intent)

Proposed Activities from Work Plan

Funding Amount	\$
Organization Name	
SHARS ID	

Accomplished Activities

--	--	--

Funding Amount	\$	
Organization Name		
SHARS ID		

Instructions: Indicate the number of households or units assisted, if any, in the appropriate category below.

PROPERTY REHABILITATION & CONSTRUCTION

Minor Repair (up to \$5,000 per unit)	
Home Improvement (\$5,001-\$25,000)	
Moderate Rehabilitation (\$25,001-\$75,000)	
Substantial Rehabilitation (over \$75,000)	
New Construction	

CLIENT ASSISTANCE

Debt Consolidation/Credit Counseling	
Down payment/Closing Cost Assistance	
Foreclosures Prevented	
Evictions Prevented	
Relocation Assistance	
Homelessness Diversion	
Entering/Returning to Work Force	
First Time Homebuyers*	

Mortgages/Loans Obtained*	
For loans above (*) sum in dollars	\$

TENANT ASSISTANCE

Referral to Other Agencies/General Information Provided	
Tenant Counseling Intake	
Housing Court Assistance	
Evictions Prevented	
Relocation Assistance	

Funding Amount	\$
Organization Name	
SHARS ID	

**BUDGET
(Total Salaries)**

Name	Title	MIP Salary per Approved Budget	Actual MIP Salary
Total Salaries		\$	\$

Funding Amount	\$
Organization Name	
SHARS ID	

**BUDGET
(Total Salaries)**

Line	Personnel Services	Approved MIP Budget	Actual MIP Spending
1	Total Salaries (from p.4)	\$	\$
2	Total Fringe Benefits		
	Total Personnel Services		
	Regulated Other Than Personnel Services (OTPS)		
3	Insurance/Bonding		
4	Professional Services		

5	Accounting		
6	Audit		
7	Legal		
8	Other		
9	Equipment		
10	Other		
	Total Regulated OTPS	\$	\$
	General Other Than Personnel Services (OTPS)		
11	Rent/Mortgage		
12	Telephone		
13	Office Supplies		
14	Printing/Postage		
15	Utilities		
16	Service & Maintenance Agreements		
17	Bank Charges (not interest)		
18	Other		
	Total General OTPS	\$	\$
	Total OTPS	\$	\$
	Total Budget	\$	\$

Funding Amount	\$
Organization Name	
SHARS ID	

This section to be completed by OCR ONLY

Program Director Approval

Date

OCR Deputy Commissioner Approval

Date

New York State
LEGISLATIVE
MEMBER ITEM PROGRAM



**Homes and
Community Renewal**

OFFICE OF COMMUNITY RENEWAL

ANDREW M. CUOMO, Governor
RUTHANNE VISNAUSKAS, Commissioner/CEO

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Legislative Member Item Program Manual

Program Summary

The Legislative Member Item Program (MIP) is funded by the New York State Legislature to support the efforts of the not-for-profit companies, municipalities, and other organizations found eligible by the Legislature. **This program has not been funded in the budget for several years. Awards currently being funded are from past fiscal years. Upon disbursement of funds for these past awards MIP is expected to close.**

New York State Homes and Community Renewal's (HCR) Office of Community Renewal (OCR) administers MIP awards relating to housing, community development, community renewal, preservation, or promotional activities such as newsletters or community meetings. MIP funds are generally used for administration, planning, capital programs, and other costs necessary for initiating or continuing specified community-based activities. **All recipients of MIP awards must comply with the procedures set forth in this Manual.**

This Manual provides: 1) general requirements applicable to all awardees; 2) procedures for awards \$14,999 and under; 3) procedures for awards in an amount \$15,000 up to \$49,999; and 4) procedures for awards \$50,000 and over.

Awardees should also refer to their MIP Agreement and direct all questions to the OCR staff before undertaking activities where there are questions or concerns. Failure to follow these instructions in the administration of a MIP award may result in the repayment, recapture, or de-obligation of funds awarded, and may adversely impact the future eligibility of an awardee to receive other program funds awarded by NYS Homes & Community Renewal (HCR).

This Manual establishes procedures for the administration of the MIP. As you review this manual please be reminded that:

- The MIP awards are funded at three levels:
 - under \$14,999;
 - \$15,000 - \$49,999;
 - \$50,000 and over.
- **The contract documents required are different for the three funding levels.** Please pay careful attention to the contract package requirements for the funding level of your organization's award.
- All awardees will enter into a contract with HCR. The awardee will complete all contract documents and return the contract package to the OCR for execution.

If after reviewing this manual an award recipient has questions regarding the administration of the MIP please contact the OCR staff at:

Legislative Member Item Program
NYS Homes and Community Renewal
Office of Community Renewal
38-40 State Street, Hampton Plaza
4th Floor South
Albany, NY 12207
Phone: (518) 474-2057
Email: OCRinfo@nyshcr.org

General Requirements Applicable to All Awardees

The requirements set forth in this section apply to all organizations participating in the MIP. Organizations must meet the requirements of this section and the requirements of the funding level section based on award amount.

1. Notification

Upon receipt of notification of a MIP award from the NYS Senate Finance Committee or the NYS Assembly Ways and Means Committee, the OCR will mail an award notification letter containing the necessary contract package documents to the award recipient.

2. First Time Awardees

Before receiving any MIP funds, an awardee must demonstrate that it exists as a corporation, a municipality, an unincorporated organized group, or other entity found eligible by the Legislature. Incorporated award recipients may be required to provide incorporation documents that demonstrate the award recipient is authorized to perform the proposed activities.

First time award recipients may be required to submit the following information along with their contract package:

- 1) Award recipient's legal status, including Certificate of Incorporation and By-laws;
- 2) List of Board of Directors and their residences, if appropriate;
- 3) Federal Tax Identification Number (FEIN);
- 4) New York State Vendor Identification number; and
- 5) New York State Charities Registration number, if appropriate.

If the award recipient is not incorporated it may be necessary to submit a written explanation describing the organization. The explanation should include:

- 1) How long the organization has been in existence;
- 2) Activities the organization performs; and
- 3) Names and residences of organization officers, staff, and volunteers.

An organization that has not previously contracted with New York State may be required to submit a Substitute Form W-9: Request for Taxpayer Identification Number & Certification along with the other required MIP documents. The Substitute W-9 is available at http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf.

3. Contracting with HCR

All award recipients must enter into a contract with the HCR to receive funds. Contract package documents will be sent to the award recipient with the award notification letter. Awardees of \$49,999 and lower will have one (1) year to complete contract activities. Awardees of \$50,000 and over will be allowed up to two (2) years to complete contract activities.

Contract package documents must be completed in full and returned to the OCR for contract execution. Incomplete contract packages or packages with errors will be returned to the award recipient for correction. A copy of the executed contract will be sent to the award recipient.

Contract extensions are not granted for the MIP.

4. Charities Registration

All award recipients must comply with the charities registration and filing requirements under Article 7-A of the Executive Law and administered by the NYS Office of the Attorney General Charities Bureau. Award recipients must file for a charities registration number if the organization solicits or receives contributions in excess of \$25,000 annually or pays for fundraising functions regardless of the amount of contributions solicited or received. If your organization received less than \$25,000 the award recipient must apply for a charities registration exemption.

Information regarding charities registration is available at the NYS Attorney General's Charities Bureau website <http://www.charitiesnys.com/home.jsp>. Award recipients can find information about the registration process and search for their own organization on the Charities Bureau Registry Search.

5. Grants Gateway

Award recipients that are not-for-profit organizations must be prequalified under the Grants Gateway system prior to receiving MIP award funds. An award recipient that does not typically do business with New York State does not need to register with the Grants Gateway. For example, a tenant association receiving a one-time MIP award that otherwise does not receive state funding for tenant association activities is NOT required to obtain prequalification in the Grants Gateway.

Effective August 1, 2013, not-for-profit organizations must be prequalified in order to do business with New York State. In order to prequalify, not-for-profit organizations must submit an online Prequalification Application through the Grants Gateway. The Prequalification Application is comprised of five components to gauge your organizational structure and the types of services you provide. The required forms and document uploads are all part of the Grants Gateway Document Vault. Resources to complete the application and associated document vault can be found in the Quick Links Section of the Grants Gateway page at <http://grantsreform.ny.gov/>.

Prequalification is designed as a way for not-for-profits to interact more directly with State agencies before they compete for State contracts, enabling them to make adjustments and answer concerns prior to entering a competitive bid process. Once they have been prequalified, multiple State agencies will have ready access to the prequalification materials, eliminating redundant submissions of such information by the vendor. Not-for-profits will only have to formally prequalify every 3 years, with the responsibility to keep their information current throughout the 3-year period.

6. Insurance Requirements

During the term of the contract, the award recipient must maintain insurance with an insurer licensed to transact business in the State of New York. Proof of insurance must be provided upon request to the OCR program staff. Each policy must provide that the insurer will give HCR 30 days notice of cancellation, non-renewal, or change in coverage.

Liability Insurance

Comprehensive General Liability – a minimum liability of \$500,000 combined single limit (bodily injury and property damage) containing the following coverage:

- Premises and operations;
- Independent contractors;
- Contractual liability;
- Liability for owned, non-owned, and hired vehicles.

Fire and Casualty Insurance

Coverage is required for real and personal property owned by the award recipient.

Workers Compensation and Disability Benefits Insurance

Workers Compensation and Disability insurance must be provided by the employer for all employees performing work related to the award recipient's project. Workers Compensation and Disability is required with the submission of the Vendor Responsibility Form. The Certificate Holder/Name of Entity Requesting Proof of Coverage must state "NYS Homes and Community Renewal, Hampton Plaza, 38-40 State Street, Albany, NY 12207".

Award recipients can get more information on obtaining the Workers Compensation certificate at <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>. Information on the Disability Insurance certificate is available at <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>.

7. Conflict of Interest

The award recipient is responsible for identifying and notifying the OCR in writing of any potential conflict of interest arising under the Conflict of Interest provisions contained in Appendix I of this Manual. All voting members of the Board of Directors and the Executive Director are required to certify compliance with the Conflict of Interest provisions.

The award recipient must certify that all consultants and sub-grantees paid with MIP funds are in compliance with the Conflict of Interest provisions and their certifications must be available for inspection by the OCR staff.

If the OCR determines that a conflict of interest may exist, a determination will be requested from the appropriate Legislative finance committee.

8. Work Plans

All award recipients must complete a work plan as part of the contract package. The work plan must describe what will be accomplished with the award funds. A program budget detailing how funds will be spent is part of the work plan and must be completed. The work plan must conform to the description of the award as provided by the NYS Legislature.

9. Work Plan Modifications

The MIP award is to be used solely for the purpose that is delineated on the Legislative Initiative Form. This description is part of the awardee's work plan.

If, during the term of the contract, it is determined that an award recipient will not be able to complete all contract work plan activities or if the nature of the activities changes, then a Work Plan Modification must be submitted to the OCR.

The OCR will only approve a Work Plan Modification if the modification supports the Legislative intent of the award. If the proposed modification does not support the Legislative intent of the award the awardee must obtain approval from the appropriate NYS Senate Finance Committee or NYS Assembly Ways and Means Committee. Approval by the appropriate Committee must be obtained prior to submitting the Work Plan Modification to the OCR.

10. MIP Contract Disbursements

Payments are made to award recipients after all contract documents have been reviewed by the OCR staff and the contract is executed by the OCR President. Information on payments can be tracked using eSupplier at the NYS Office of the State Comptroller's (OSC) Vendor Management Unit website at http://www.osc.state.ny.us/vendor_management/index.htm.

Award recipients that prefer electronic delivery of funds must opt-in by updating their information through the Vendor Portal of the Statewide Financial System at <http://www.sfs.ny.gov/>.

11. Use of Award Funds – Eligible Expenses

MIP funds may be used for, but are not limited to:

- Payment of salaries and wages to employees of the award recipient who are involved in providing MIP funded activities;
- Consultant and professional fees for planning and performing MIP funded activities;
- Costs and expenses directly related to employees, consultants, and professionals planning and performing the MIP funded activities; or
- Community improvement, development or preservation activities and other activities as set forth in the approved Legislative Initiative Form.

The following are examples of expenses ineligible under the MIP:

- Entertainment;
- Contributions to other organizations; and
- Lobbying or political activities.

The list of ineligible expenses is not exhaustive. More information on the eligibility of expenses may be obtained by contacting the OCR program staff.

12. Use of Award Funds – Interest

Any interest earned on MIP funds may be retained by the award recipient but may only be used for activities related to the MIP as stated in the Legislative Initiative Form.

13. Recordkeeping and Retention

All award recipients, or any entity that administers the award on behalf of an award recipient, must establish and maintain complete and accurate general and subsidiary ledgers, records, documents, accounts and other evidence directly pertinent to performance under the MIP contract. Records must be retained for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

The related records and documentation must be maintained in the award recipient's office and must be available for inspection and review by the OCR staff during normal business hours. The OCR reserves the right to request copies of some or all records pertaining to the MIP contract at any time during the records retention period. Records must include, but are not limited to, the following:

- Legislative Member Item Program records such as contract documents; property, personnel, and financial records; consulting agreements or contracts, any documentation of MIP activities;
- Accounting records such as cash receipts, invoices and disbursement journals; general and subsidiary ledgers;
- Timesheet records of all employees and consultants receiving salaries, wages, and compensation in providing MIP activities.

All records must be kept in accordance with generally accepted accounting standards and HCR requirements. All records related to the MIP award are subject to HCR review.

14. Reporting

All awardees are required to submit a final report detailing the use of the MIP funds, activities completed, and goals or objectives achieved.

15. Change of Address or Signatory

The award recipient must notify the OCR of any change of address, signatory or changes to Executive Director and Board President. Notification must be made in writing and must be submitted to the OCR no more than ten (10) calendar days after the changes are made effective.

The award recipient must also contact the Vendor Management Unit at the NYS Office of the State Comptroller (OSC). More information on OSC vendor requirements can be found at <http://www.osc.state.ny.us/vendors/vendorguide/guide.htm>.

16. Program Default

Award recipients not in compliance with any terms set for in the MIP Contract or in this Program Manual will be considered in default of program requirements. Accordingly, the OCR will issue a default letter to the organization with notification to the Senate Finance Committee and/or Assembly Ways and Means Committee as appropriate. The award recipient will have 30 days to cure the default. If the default is not cured within 30 days the OCR may withhold payments and may, as appropriate, refer the matter to the NYS Office of the Attorney General (AG).

Requirements Applicable for Awards up to \$14,999

The OCR will mail an award notification letter containing the necessary contract package documents to the award recipient. Along with the notification letter the award recipient will receive:

- 1) Contract Signature Page
- 2) State of New York Agreement
- 3) Appendix A – Standard Clauses for NYS Contracts
- 4) Appendix A1 – Member Item Program
- 5) Appendix A1-A – Additional Contract Information (completed by OCR)
- 6) Appendix D – Contract Work Plan
- 7) Certification Appendix (under \$50,000)
- 8) Initiative Form
- 9) NYS Claim for Payment Form

The award recipient must complete and have notarized the Certification Appendix. The NYS Claim for Payment form must also be completed and signed. The OCR will complete Appendix A1-A; Additional Contract Information. **All agreements are for a period of one (1) year.**

The award recipient must complete and submit the contract package with all required documents to the OCR within 30 calendar days of receipt.

Incomplete packages will not be accepted by the OCR. If the award recipient submits an incomplete package the OCR may issue a default letter identifying the missing or incorrect documents. The recipient will have 30 days to cure a default. If the default is not cured within 30 days the OCR may notify the NYS Senate Finance Committee and/or the NYS Assembly Ways and Means Committee of the recipient's non-compliance with the OCR application process and that the award will not be processed.

Disbursements

The award recipient must submit a NYS Claim for Payment Form to the OCR. A line item budget must be included under Part 6 of the NYS Claim for Payment Form. All documents must be signed by a designated signatory. Disbursements under \$14,999 will be made in one payment to award recipient.

Final Report

Awards up to \$14,999 are required to submit a Final Report to the OCR. The Report is due upon the completion of the activities but no later than 30 days after the end of the contract term. The Final Report must indicate how the funds were spent including a budget-to-actual analysis. The Report must also include program activities completed and goals or objectives accomplished. Copies of documentation supporting the expenses listed in the Final Report (i.e., receipts, cancelled checks, general ledger record) must be kept on file by the award recipient. All supporting documentation is subject to review by the OCR.

Failure to submit the Final Report may result in the OCR issuing a default letter to the recipient. The OCR will also notify the appropriate Legislative Committee of the recipient's failure to comply with program requirements. The OCR may refer the matter to the NYS Office of the Attorney General (AG) if the default is not cured within 30 days.

Requirements Applicable for Awards \$15,000 - \$49,999

The OCR will mail an award notification letter containing the necessary contract package documents to the award recipient. Along with the notification letter the award recipient will receive:

- 1) Contract Signature Page
- 2) State of New York Agreement
- 3) Appendix A – Standard Clauses for NYS Contracts
- 4) Appendix A1 – Member Item Program
- 5) Appendix A1-A – Additional Contract Information (completed by OCR)
- 6) Appendix D – Contract Work Plan
- 7) Appendix G – MWBE (\$25,001 and above for service/commodities contracts & construction contracts over \$100,000)
- 8) Certification Appendix (under \$50,000)
- 9) Initiative Form
- 10) NYS Claim for Payment Form
- 11) Charities Registration documents*

*Note: Charities Registration documents include Instructions CHAR500; Registration Statement CHAR410; and Request for Registration Exemption, Schedule E, if award recipient is not in compliance.

The award recipient must complete and have notarized the Certification Appendix. The NYS Claim for Payment form must also be completed and signed. The OCR will complete Appendix A1-A; Additional Contract Information. **All agreements are for a period of one (1) year.**

The award recipient must complete and submit the contract package with all required documents to the OCR within 30 calendar days of receipt.

Incomplete packages will not be accepted by the OCR. If the award recipient submits an incomplete package the OCR may issue a default letter identifying the missing or incorrect documents. The recipient will have 30 days to cure a default. If the default is not cured within 30 days the OCR may notify the NYS Senate Finance Committee and/or the NYS Assembly Ways and Means Committee of the recipient's non-compliance with the OCR application process and that the award will not be processed.

Disbursements

Award recipients may receive disbursements under \$49,999 in one payment. However, the OCR reserves the right to make up to three disbursements: advance, progress, and completion. If more than one disbursement is required, the OCR will notify award recipients of the disbursement schedule. If more than one disbursement is required, the award recipient must submit the first request for disbursement with the completed contract package. The *advance payment* of up to 25 percent of the total award amount may be requested. *Progress payments* may be requested during

the contract period as work progresses. The total advance and progress payments may not exceed 90 percent of the total funding award. The *final payment* is the remaining 10 percent balance of the total award and will be processed only after all activities have been completed and a Final Report has been submitted and approved by the OCR staff.

No more than three (3) payments will be made for awards funded at the \$15,000 - \$49,999 level.

Final Report

Awards of \$15,000 - \$49,999 are required to submit a Final Report to the OCR. The report is due upon the completion of the activities but no later than 30 days after the end of the contract term. The Final Report must indicate how the funds were spent including a budget-to-actual analysis. The Report must also include program activities completed and goals or objectives accomplished. Copies of documentation supporting the expenses listed in the Final Report (i.e., receipts, cancelled checks, general ledger record) must be kept on file by the award recipient. All supporting documentation is subject to review by the OCR.

Failure to submit the Final Report may result in the OCR issuing a default letter to the recipient. The OCR will also notify the appropriate Legislative Committee of the recipient's failure to comply with program requirements. The OCR may refer the matter to the NYS Office of the Attorney General (AG) if the default is not cured within 30 days.

Requirements Applicable for Awards \$50,000 and Over

The OCR will mail an award notification letter containing the necessary contract package documents to the award recipient. Along with the notification letter the award recipient will receive:

- 1) Contract Signature Page
- 2) State of New York Agreement
- 3) Vendor Responsibility Questionnaire
- 4) Appendix A – Standard Clauses for NYS Contracts
- 5) Appendix A1 – Member Item Program
- 6) Appendix A1-A – Additional Contract Information (completed by OCR)
- 7) Appendix A2 – Boundaries
- 8) Appendix B – Budget (taken from Work Plan)
- 9) Appendix C – Payment and Reporting Schedule
- 10) Appendix D – Contract Work Plan
- 11) Appendix G – MWBE (\$25,001 and above for service/commodities contracts & construction contracts over \$100,000)
- 12) Appendix X (left blank)
- 13) Certification Appendix (\$50,000 and above)
- 14) Initiative Form
- 15) NYS Claim for Payment Form
- 16) Workers Compensation & Disability Insurance
- 17) Charities Registration documents*

*Note: Charities Registration documents include Instructions CHAR500; Registration Statement CHAR410; and Request for Registration Exemption, Schedule E, if award recipient is not in compliance.

The award recipient must complete Appendix A2: Boundaries; Appendix B: Budget (as part of the work plan); and Appendix D: Work Plan Activities. The award recipient must complete and have notarized the Contract Signature Page; the Vendor Responsibility Questionnaire; and the Certification Appendix. The NYS Claim for Payment form must also be completed and signed. The OCR will complete Appendix A1-A; Additional Contract Information. **All agreements are for a period of one (1) year.**

The award recipient must complete and submit the contract package with all required documents to the OCR within 30 calendar days of receipt.

Incomplete packages will not be accepted by OCR. If the award recipient submits an incomplete package the OCR may issue a default letter identifying the missing or incorrect documents. The recipient will have 30 days to cure a default. If a default is not cured within 30 days the OCR may notify the NYS Senate Finance Committee and/or the NYS Assembly Ways

and Means Committee of the recipient's non-compliance with the OCR application process and that the award will not be processed.

Disbursements

There may be up to three disbursements: advance, progress, and completion. Award recipients must submit the first request for disbursement with the completed contract package. The *advance payment* of up to 30 percent of the total award amount may be requested. *Progress payments* may be requested during the contract period as work progresses. The total advance and progress payments may not exceed 90 percent of the total funding award. The *final payment* is the remaining 10 percent balance of the total award and will be processed only after all activities have been completed and a Final Report has been submitted and approved by the OCR staff.

No more than three (3) payments will be made for awards funded at the \$50,000 and above level.

The disbursement process requires all payments of \$50,000 or more to receive a waiver from the Division of Budget (DOB) prior to the payment being released.

Final Report

Awards of \$50,000, and above are required to submit a Final Report to the OCR. The Report is due upon the completion of the activities but no later than 30 days after the end of the contract term. The Final Report must indicate how the funds were spent including a budget-to-actual analysis. The Report must also include program activities completed and goals or objectives accomplished. Copies of documentation supporting the expenses listed in the final report (i.e., receipts, cancelled checks, general ledger record) must be kept on file by the award recipient. All supporting documentation is subject to review by the OCR.

Failure to submit the Final Report may result in the OCR issuing a default letter to the recipient. The OCR will also notify the appropriate Legislative Committee of the recipient's failure to comply with program requirements. The OCR may refer the matter to the NYS Office of the Attorney General (AG) if the default is not cured within 30 days.

Financial Report

Award recipients must retain on file an Agency Audit or Cost Certification. If submitting a Cost Certification please review the NYS Housing Trust Fund Corporation's Capital Programs Manual section on Cost Certifications. Agency audits must follow generally accepted audited standards. These documents should be completed 120 days after the end of the agency's fiscal year.

Appendix I – Conflict of Interest

CONFLICT OF INTEREST

Section 2601.3 Conflict of Interest.

- (a) The following are restricted from holding voting Board membership, serving as officers of the Company and/or in staff management positions, except where otherwise stated by statute:
1. State legislators and members of their staff who hold policy making positions;
 2. Commissioners and chairpersons of State departments and their deputies and assistants (including members or directors of public authorities, public benefit corporations, Boards, Commissions, and Councils);
 3. Staff of the New York State Homes and Community Renewal;
 4. Statewide elected officials, including the Governor, Lieutenant Governor, Attorney General and Comptroller, and members of their staff who hold policy making positions;
 5. Chief executive officials and members of the legislative bodies of counties having a population of 275,000 or more, within which the project is located, or cities, towns and villages having a population of 20,000 or more, within the county in which the project is located, except where Board membership for such persons is mandated by other relevant Federal or State statutes; and
 6. Political party chairpersons, party organization leaders and members of their executive committees in the State, counties having a population of 275,000 or more, within which the project is located, or cities, towns and villages having a population of 20,000 or more, within the county in which the project is located.
- (b) The following shall not receive any compensation whatsoever from a recipient organization, directly or indirectly, for services or goods rendered to such organization unless the goods or services are provided pursuant to an award or contract let, unless otherwise required, after a good faith effort to obtain competitive prices is made, the results of which were reported in writing prior to the award of the contract and were approved by New York State Homes and Community Renewal, which approval shall be based on comparison to arm's length transactions and the needs of the project:

1. State legislators and members of their staff who hold policy making positions;
2. Commissioners and chairpersons of State departments and their deputies and assistants (including members or directors of public authorities, public benefit corporations, Boards, Commissions, and Councils);
3. Staff of the New York State Homes and Community Renewal;
4. Statewide elected officials, including the Governor, Lieutenant Governor, Attorney General and Comptroller, and members of their staff who hold policy making positions;
5. Chief executive officials and members of legislative bodies of counties, cities, towns and villages, in which county the project is located;
6. Political party chairmen, party organization leaders and members of their executive committees in the State, counties, cities, towns and villages in which county the project is located;
7. Voting Board members and officers, except for salary payments of officers which shall require the approval of the Commissioner, which approval shall be granted if the duties assigned to the officer correspond to the duties normally assigned to an executive director;
8. Staff members of the recipient organization, except for salary payments;
9. The immediate families of persons in paragraphs (1)-(8) of this subdivision; and
10. Any firm, association, corporation or partnership in which any individual listed in subdivision (a) or (b) of this section holds an interest of ten percent or more.

(c) These provisions apply to all persons and entities whether or not their involvement with, or compensation from, a recipient organization is related to the project funded pursuant to this program.

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN INFORMATION SHARING ACCESS AGREEMENT WITH THE DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY/FEDERAL INSURANCE (DHS/FEMA) IN ORDER TO PROVIDE ADDITIONAL DISASTER CASE MANAGEMENT SERVICES.

WHEREAS, the Department of Homeland Security/Federal Emergency Management Agency ("DHS/FEMA") is a federal agency having its principal office in Washington D.C.; and

WHEREAS, DHS/FEMA has access to personally identifying information that, in the event of a natural disaster, could be used to provide additional and unmet disaster related needs (disaster case management); and

WHEREAS, the Town of Hempstead (the "Town") wishes to enter into an Information Sharing Access Agreement ("ISAA") in order to receive personally identifying information from DHS/FEMA in order to provide disaster case management services; and

WHEREAS, the ISAA shall govern the collection, use, access, disclosure, security, and retention of data and information; and

WHEREAS, the Town Board wishes to authorize the Town to enter into the ISAA with DHS/FEMA.

NOW, THEREFORE, BE IT

RESOLVED that the Town Board hereby authorizes the Town to enter into the ISAA with DHS/FEMA; and be it further

RESOLVED that the Town Board hereby designates Michael Balboni from Redland Strategy Inc. d/b/a Redland Strategies ("Redland Strategies") to have third party access under the ISAA, subject to Redland Strategies agreeing to abide by the relevant terms of the ISAA; and be it further

RESOLVED that the Town Board hereby designates Building Commissioner John Rottkamp and Deputy Chief of Staff Rebecca Sinclair as points of contact under the ISAA; and be it further

RESOLVED that the Supervisor be, and hereby is, authorized to execute the ISAA and any other related documents, including an amendment to the agreement with Redland Strategies to ensure compliance with the terms of the ISAA, and to take such other action as may be

Item #

32

Case #

25252

necessary to effectuate the foregoing resolution.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

**THE DEPARTMENT OF HOMELAND SECURITY/ FEDERAL EMERGENCY
MANAGEMENT AGENCY (DHS/FEMA) FEDERAL INSURANCE AND
MITIGATION ADMINISTRATION (FIMA)**

AND

THE TOWN OF HEMPSTEAD

1. **INTRODUCTION AND PURPOSE.** The U.S. Department of Homeland Security/Federal Emergency Management Agency, Federal Insurance and Mitigation Administration (FEMA/FIMA) and the Town of Hempstead, NY (Hempstead) voluntarily enter into this Information Sharing Access Agreement (ISAA or Agreement). The purpose of the ISAA is to enable FEMA to share personally identifiable information (PII) that is protected by the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, with Hempstead so that Hempstead can identify properties that have been substantially damaged by flood and ensure that those properties are elevated in order for Hempstead to qualify for FEMA/FIMA pre-disaster mitigation grant funds.
2. **AUTHORITIES.** This ISAA is authorized by:
 - a. Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (codified as amended at 42 U.S.C. 5121 et seq.) (Stafford Act);
 - b. Homeland Security Act of 2002 (codified as amended at 6 U.S.C. §§ 311-321n);
 - c. National Flood Insurance Act of 1968, Pub. L. No. 90-448, title XIII (1968) (42 U.S.C.4001 et seq.) (NFIA);
 - d. Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act);
 - e. DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP SORN).
3. **BACKGROUND**
 - a. The New York State and Hempstead suffered great damage resulting from Superstorm Sandy (Sandy) in October 2012. As a result, the President declared a disaster under FEMA-DR-NY-4085. To date, Hempstead is still undergoing recovery and mitigation efforts to better prepare for and combat any future disasters.
 - b. FEMA collects, maintains, uses, and disseminates, personally identifiable information (PII) from NFIP policyholders regarding their respective policies and any claims. NFIP policyholder and claims PII is protected by the Privacy Act and the NFIP Files SORN.
 - c. As authorized by the routine use provision of the Privacy Act, FEMA may disclose NFIP policyholder claims to Hempstead under routines uses (L), (M), (O), (R) and (T) listed in NFIP SORN.
 - d. Hempstead certifies that it will review NFIP policy and claims PII and related information for properties within its jurisdiction pursuant to purposes of routine uses (L), (M), (O), (R) and (T) listed in NFIP SORN.
4. **DEFINITIONS.**

As used in this ISAA, the following terms will have the following meanings:

- a. **BREACH.** A privacy incident, involving PII that is in the possession and/or control of the Hempstead or any entity with which Hempstead share the PII, constitutes a breach of this ISAA, notwithstanding whether such incident is the result of a negligent or intentional act or omission on part of Hempstead.
- b. **INCIDENT.** (a) The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for any other than authorized purpose, have access or potential access to the PII in usable form, whether physical or electronic; and/or (b) any violation of any of the terms of this Agreement. The term encompasses both suspected and confirmed incidents.
- c. **NIST CYBERSECURITY FRAMEWORK.** National Institutes of Standards and Technology (NIST) “Framework for Improving Critical Infrastructure Cybersecurity,” which sets out a repeatable process of, “Identify, Protect, Detect, Respond and Recover,” to guide organizational cybersecurity activities and consideration of cybersecurity risk in organizational risk management processes.
- d. **PII.** Any information that permits the identity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to an individual. For example, when linked or linkable to an individual, such information includes an address, name, social security number, date and place of birth, mother’s maiden name, account number, license number, vehicle identifier number, license plate number, device identifier or serial number, internet protocol address, biometric identifier (e.g., photograph, fingerprint, iris scan, voice print), educational information, financial information, medical information, criminal or employment information, and information created specifically to identify or authenticate an individual (e.g., a random generated number). PII constitutes “Controlled Unclassified Information.”
- e. **PRIVACY INCIDENT.** A privacy incident occurs when there is a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or failure to secure PII in usable form, whether physical or electronic, or when authorized users access NFIP policyholder PII for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving PII which raise a reasonable risk of harm.
- f. **SYSTEM SECURITY PLAN.** Formal document that provides an overview of the security requirements for the information system and describes the security controls in place or planned for meeting those requirements. For instance, technical controls typically include Access Control (IA), Audit and Accountability (AU), Identification and Authentication (IA), and System and Communications (SC).
- g. **COMPUTER MATCHING.** Any computerized comparison of two or more automated systems of records, or a system of records with non-federal records, for the purposes of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs. Pursuant to 5 U.S.C. § 552a(o), any record contained in a system of records may only be disclosed to a recipient agency or non-federal agency for use in a computer matching program pursuant to a Computer Matching Agreement (CMA) between the source agency and the recipient agency or non-federal agency.

5. RESPONSIBILITIES.

- a. FEMA’s responsibilities under this ISAA are as follows:
 - i. Share with Hempstead the NFIP policy and claims PII associated with FEMA- DR-4085, pursuant to Routine Use (I), (L), (M), (O), (R) and (T) of the NFIP SORN.

- ii. Share with Hempstead the NFIP policyholder and claims PII and its associated information, as found in Appendix A of this ISAA.
- iii. Transmit the NFIP policyholder and claims PII and its associated information listed in Appendix A to Hempstead in password protected format via encrypted email or compact disc periodically (every 1-3 months, depending on Hempstead's needs).
- iv. Ensure that NFIP policyholder and claims PII and associated information is accurate, complete and up-to-date, as reasonably possible and necessary.
- v. FEMA shall not take any adverse action nor limit any of its Federal benefits, as a result of sharing this PII and associated information.

b. Hempstead's responsibilities under this ISAA are as follows:

- i. Use and maintain the NFIP policyholder PII under this ISAA only to review NFIP policy and claims information for properties within its jurisdiction, consistent with routine uses (L), (M), (O), (R) and (T) of the NFIP SORN. The NFIP policyholder and claims PII provided by FEMA under this ISAA may not be used for any other purpose.
- ii. Instruct all Hempstead personnel and contractors with access to the NFIP policyholder and claims PII, of the confidential nature of the PII, the safeguard requirements of this ISAA and the criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of NFIP policyholder PII covered by this ISAA.
- iii. Employ appropriate administrative, technical and/or physical safeguards to secure NFIP policyholder and claims PII shared under the provisions of this ISAA, whether in physical or electronic form and store PII only in places and in a manner that are safe from access by unauthorized persons or for unauthorized use.
- iv. Limit access to NFIP policyholder and claims PII provided by FEMA under this ISAA only to the authorized Hempstead personnel and its contractors/agents to review NFIP policy and claims PII and information for properties within its jurisdiction, consistent with routine uses (L), (M), (O), (R) and (T) under NFIP SORN.
- v. Hempstead will not further disclose NFIP policyholder and claims PII provided by FEMA to outside third parties without the express consent of FEMA or the NFIP policyholder(s)/claimant(s) to whom the PII pertains including, as applicable, requests by third parties under the State of New York Freedom of Information Law (FOIL).
- vi. Hempstead is permitted to have a total of five points of contact (POCs) under this ISAA. These POCs may receive the FEMA provided PII and associated information and distribute to Hempstead personnel, agents and contractors.
- vii. Ensure that its personnel, agents and contractors with access to any FEMA policyholder PII provided under this ISAA have completed privacy and security training and understand policyholder PII protection responsibilities.
- viii. Hempstead shall ensure no computer matching will occur for the purposes of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal block grant benefit programs.

6. CONSENT TO THIRD PARTY ACCESS TO NFIP POLICYHOLDER PII:

FEMA authorizes Hempstead to share NFIP policyholder and claims PII with Michael Balboni from Redland Strategies Inc. pursuant to an agreement with the Town dated _____ and amended _____. The data will be used to assist the Town with obtaining grant funding and related services. Redland Strategies Inc. may not share the PII with any other outside third parties not listed in this ISAA. Redland Strategies Inc. may only use NFIP policyholder PII for the purposes outlined in this ISAA and their contract/agreement.

7. POINTS OF CONTACT.

- a. The FEMA points of contact are as follows:

Elizabeth Asche, Ph.D.
Chief, Insurance Analytics and Policy, FIMA, FEMA
202-702-6277
Elizabeth.asche@fema.dhs.gov

Scott McAfee
GIS Analyst
202-236-3255
Scott.Mcafee@fema.dhs.gov

[FEMA Region II POC]

- b. The Hempstead points of contact are as follows:

John Rottkamp, Commissioner of Buildings
Johnrot@tohmail.org
516-812-3050

Rebecca Sinclair, Deputy Chief of Staff
Rebesin@tohmail.org
516-874-8590

- 8. SEVERABILITY.** Nothing in this ISAA is intended to conflict with current law, regulation, or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.
- 9. NO PRIVATE RIGHT.** This ISAA is an internal agreement between FEMA and Hempstead. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this ISAA do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.
- 10. FUNDING.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

- 11. ISSUE RESOLUTION.** FEMA and Hempstead understand that during this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues.
- 12. USE OF CONTRACTOR WITH ACCESS TO NFIP POLICYHOLDER PII.** If and when Hempstead utilizes a contractor in connection with its performance of its obligations under the ISAA (see section 6) and Hempstead provides such entity with access to NFIP policyholder and claims PII, Hempstead shall provide FEMA with prompt notice of the identity of such entity and the extent of the role that such entity will play in connection with the purpose of this ISAA (may be satisfied with section 6). Moreover, all such entities given access to any NFIP policyholder and claims PII must agree to: (a) abide by the conditions set forth herein, including, without limitation, its provisions relating to compliance with minimum standards for the protection of NFIP policyholder and claims PII and Notice of Security and/or Privacy Incident; (b) restrict use of NFIP policyholder and claims PII only to the performance of services to Hempstead in connection with the performance of its obligations under the ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of NFIP policyholder PII within 30 days of the contractor's performance of services to Hempstead.
- 13. RETURN OR DESTRUCTION OF NFIP POLICYHOLDER PII.** If at any time during the term of the ISAA any part of NFIP policyholder PII, in any form, that Hempstead obtain from FEMA ceases to be required by Hempstead for the performance of the purpose under the ISAA, or upon termination of the ISAA, whichever occurs first, Hempstead shall, within fourteen (14) days thereafter, promptly notify FEMA and securely return the NFIP policyholder PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such NFIP policyholder PII in Hempstead's possession or control, and certify to FEMA that such tasks have been completed.
- 14. ENTIRE AGREEMENT.** This ISAA constitutes the entire agreement between the parties regarding information sharing.
- 15. MODIFICATION.** This ISAA may be modified upon the mutual written consent of the parties.
- 16. COUNTERPARTS.** This ISAA, when executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts when so executed and delivered, shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.
- 17. EFFECTIVE DATE, DURATION AND TERMINATION.** This ISAA will become effective upon the signature of both parties and will remain in effect for three years. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance. Either party may terminate this ISAA upon written notice to the other party.
- 18. NOTICE OF SECURITY AND/OR PRIVACY INCIDENT.** If Hempstead, or its personnel, agents and contractors suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to NFIP policyholder PII, Hempstead shall, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the incident or potential breach, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.
- 19. SECURITY AND/OR PRIVACY INCIDENT HANDLING.** In the event of a privacy incident emanating from this ISAA, FEMA will investigate the incident pursuant to DHS standard procedures and will consult Hempstead to diagnose, mitigate and manage the privacy incident. Hempstead will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident.

20. REPORTING. This ISAA covers several routine uses outlined in Paragraph 3 (d) and (e). Each time a record is requested under this ISAA, Hempstead will indicate the specific purpose and use of the record and the specific routine use under which the record is being requested. FEMA will keep a record of the date, nature, and purpose of each disclosure of a record under this ISAA. The Parties will coordinate to prepare a report/audit summarizing compliance with the privacy, redress, and security requirements set forth in this Agreement.

21. INDEMNIFICATION. Hempstead shall bear all costs, losses and damages to the extent resulting from Hempstead's breach of the ISAA. Hempstead agrees to release, defend, indemnify, and hold harmless FEMA for claims, losses, penalties and damages and reasonable attorneys' fees and costs to the extent arising out of Hempstead or its contractor's negligence, unauthorized use or disclosure of NFIP policyholder and claims PII and/or Hempstead, or its contractor's, breach of its obligations under the ISAA. Hempstead shall inform all its personnel and contractors assigned to handling NFIP policyholder PII under the ISAA of the obligations contained in the ISAA.

22. PENALTIES. Hempstead understands that if it or one of its employee/agents willfully discloses any such PII to a third party not authorized to receive it, FEMA will revoke Hempstead's access to NFIP policyholder PII.

APPROVED BY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

[NAME]
[Federal Insurance Directorate Assistant Administrator]
DHS/FEMA/FIMA

Date

[NAME]
[FEMA Region II POC]
DHS/FEMA/Region II

Date

TOWN OF HEMPSTEAD

Date

LAURA A. GILLEN
Supervisor

Date

Appendix A – NFIP Data Description

The following lists the NFIP policyholder PII data elements that may be shared by FEMA with Hempstead and Hempstead will only receive the PII data, or data when combined with other data could lead to PII, necessary to meet the routine use:

- Property Address
- Date of Loss
- Building Characteristics
- Coverages (building, contents)
- Premium and fees
- Claims amount paid (building, contents, ICC)
- Non-PII data elements as necessary, requested, and available

NFIP System of Records Notices (SORNs) Routine Uses

A	To the Department of Justice (DOJ), including Offices of the U.S. Attorneys, or other federal agency conducting litigation or in proceedings before any court, adjudicative, or administrative body, when it is relevant or necessary to the litigation and one of the following is a party to the litigation or has an interest in such litigation: <ol style="list-style-type: none"> 1. DHS or any component thereof; 2. Any employee or former employee of DHS in his/her official capacity; 3. Any employee or former employee of DHS in his/her individual capacity when DOJ or DHS has agreed to represent the employee; or 4. The U.S. or any agency thereof.
B	To a congressional office from the record of an individual in response to an inquiry from that congressional office made at the request of the individual to whom the record pertains.
C	To the National Archives and Records Administration (NARA) or General Services Administration pursuant to records management inspections being conducted under the authority of 44 U.S.C. 2904 and 2906.
D	To an agency or organization for the purpose of performing audit or oversight operations as authorized by law, but only such information as is necessary and relevant to such audit or oversight function.
E	To appropriate agencies, entities, and persons when: <ol style="list-style-type: none"> 1. DHS suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; 2. DHS has determined that as a result of the suspected or confirmed compromise, there is a risk of identity theft or fraud, harm to economic or property interests, harm to an individual, or harm to the security or integrity of this system or other systems or programs (whether maintained by DHS or another agency or entity) that rely upon the compromised information; and 3. The disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with DHS's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm.
F	To contractors and their agents, grantees, experts, consultants, and others performing or working on a contract, service, grant, cooperative agreement, or assignment for DHS, when necessary to accomplish an agency function related to this system of records. Any individuals provided information under this routine use are subject to the same Privacy Act requirements and limitations on disclosure as are applicable to DHS officers and employees.
G	To an appropriate federal, state, tribal, local, international, or foreign law enforcement agency or other appropriate authority charged with investigating or prosecuting a violation or enforcing or implementing a law, rule, regulation, or

	order, when a record, either on its face or in conjunction with other information, indicates a violation or potential violation of law, which includes criminal, civil, or regulatory violations and such disclosure is proper and consistent with the official duties of the person making the disclosure.
H	To Write Your Own insurance companies as authorized under 44 CFR 62.23 to administer flood insurance in partnership with FEMA.
I	To federal, state, local, and tribal government agencies, insurance companies, and established voluntary organizations in order to determine eligibility for benefits, verify non-duplication of benefits following a flooding event or another disaster, and provide needs unmet by NFIP claims payouts within their jurisdictions and service areas.
J	To state government agencies in order to provide GFIP certificates for carrying out the purposes of the NFIP within its jurisdiction.
K	To property loss reporting bureaus, state insurance departments, and insurance companies to investigate fraud or potential fraud in connection with claims, subject to the approval of the DHS Office of the Inspector General.
L	To state, local, and tribal government agencies to ascertain the degree of financial burdens they expect to assume in the event of a flooding disaster within its jurisdiction.
M	To state, local, and tribal government agencies to further NFIP outreach and education activities within their jurisdiction.
N	To state, local, and tribal government agencies that provide names, addresses of policyholders within their jurisdictions, and a brief general description of their plan for acquiring and relocating their flood prone properties for the purpose of ensuring that communities engage in floodplain management, improved real property acquisitions, and relocation projects that are consistent with the NFIP. This is contingent upon the Federal Insurance Mitigation Administration determining that the use furthers the flood plain management and hazard mitigation goals of the agency.
O	To the Army Corps of Engineers and federal, state, local, and tribal government agencies to review NFIP policy and claims information for properties within its jurisdiction in order to assist in hazard mitigation and floodplain management activities, and in monitoring compliance with the floodplain management measures adopted by the community.
P	To lending institutions and mortgage servicing companies for purposes of assisting with lender compliance.
Q	To current owners of properties for the purpose of providing the dates and dollar amounts of past loss payments made to the said property.
R	To federal, state, local, and tribal government agencies to conduct research, analysis, and feasibility studies of policies and claims within its jurisdiction.
S	To financial institutions for purposes of providing referral or cooperative reimbursement payments to insurance agents to share marketing and advertising costs between NFIP and entities participating in the NFIP.
T	To community officials and representatives to provide repetitive loss records of properties within that community.
U	To OMB in for purposes related to the review of private relief legislation in accordance with OMB Circular No. A-19.
V	To private reinsurers, private capital firms, and financial institutions for the purposes of preparing NFIP assumption of risk proposals.
W	To the news media and the public, with the approval of the Chief Privacy Officer in consultation with counsel, when there exists a legitimate public interest in the disclosure of the information, when disclosure is necessary to demonstrate the accountability of DHS's officers, employees, or individuals covered by the system, except to the extent the Chief Privacy Officer determines that release of the specific information in the context of a particular case would constitute an unwarranted invasion of personal privacy.

Case No.

Resolution No.

Adopted:

Council(wo)man

offered the following resolution and moved its adoption:

**RESOLUTION SETTING 2020 TOWN BOARD
MEETING DATES**

RESOLVED, the Town Board of the Town of Hempstead shall meet as follows for the year 2020:

January 2 – 10am	July 1 – 10:30am (Wednesday)
January 7 – 10:30am	August 4 – 10:30am
January 21 – 10:30am	September 8 – 10:30am
February 4 – 7pm	September 22 – 10:30am
February 25 – 10:30am	October 1 – 10:30am (Thursday)
March 3 – 7pm	October 13 – 2:30pm
March 31 – 10:30am	October 13 – 7pm
April 21 – 7pm	November 17 – 7pm
May 5 – 10:30am	December 8 – 10:30am
May 19 – 10:30am	
June 9 – 10:30am	

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

33

Case #

530

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO 80-2019 AUTHORIZING THE AWARD OF A BID TO VALENTE CONTRACTING CORPORATION, FOR IMPROVEMENT OF THE NOSTRAND AVENUE AREA IN UNIONDALE AND THE CUMBERLAND AVENUE AREA IN ROOSEVELT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 32-18

WHEREAS, pursuant to Resolution 80-2019, duly adopted by the Town Board on January 22, 2019 the Town entered into an agreement (the "Original Agreement") with Valente Contracting Corp. (the "Contractor") for the Improvement of the Nostrand Avenue Area in Uniondale and the Cumberland Avenue Area in Roosevelt (the "Project"), in consideration of \$920,052.50 (the "Contract Amount"); and

WHEREAS, the Original Agreement contained an omission and technical error in the estimated unit quantity for payment item 2X, "unclassified excavation"; and

WHEREAS, to allow proper construction of the improvements, the Commissioner of the Department of Engineering (the "Commissioner") has recommended that the Town amend the Original Agreement to provide for necessary work within the project area covered by item 2X, "unclassified excavation" as corrected (the "Additional Work"); and

WHEREAS, the Contractor provided the Additional Work for payment item 2X to complete the Project; and

WHEREAS, the cost of the additional work is \$257,916.08; and

WHEREAS, additional Town Board authorization is required to increase the Contract Amount by \$257,916.08 (the "Amendment"); and

WHEREAS, the Project Budget is \$1,405,500 as stated in the 2017 Capital Budget and the Project will be completed under budget by an approximate amount of \$227,000.00; and

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

NOW THEREFORE, BE IT

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

RESOLVED, that the Commissioner is authorized and directed to execute, on behalf of the Town, the Amendment, all as more particularly set forth in the Amendment, which shall be on file in the Office of the Town Clerk; and be it further

RESOLVED, the Comptroller be and hereby is authorized and directed to pay the costs of the Amendment, at a cost not to exceed \$257,916.08 with payment to be made from the Town Highway Capital Improvement Funds, Account No. 9561-503-9561-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

34

Case #

28692

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID FOR N.Y.S. GOVERNOR'S OFFICE OF STORM RECOVERY FUNDED PROJECT- STORM WATER INFRASTRUCTURE IMPROVEMENTS AND GRADE RAISE OF JEDWOOD PLACE, SOUTH VALLEY STREAM, NY

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for a N.Y.S. Governor's Office of Storm Recovery Funded Project known as Storm Water Infrastructure Improvements and Grade Raise of Jedwood Place, South Valley Stream, Town of Hempstead New York, PW# 8-19 (the "Project"); and

WHEREAS, pursuant to such solicitation bids were received and opened in the office of the Commissioner on October 24, 2019; and

WHEREAS, the bids were referred to the Engineering Department for examination and report as follows:

A.I.I., Allen Industries, Inc.	\$1,134,825.00
Coastal Contracting	\$1,347,335.00
Valente Contracting	\$1,502,700.00
Pratt Brothers	\$1,514,345.00

WHEREAS, after a review of the bids, the Commissioner of the Engineering Department reported that lowest bid was received from A.I.I., Allen Industries, Inc., 510 Broadway, Amityville New York 11701 in the sum of \$1,134,825.00, and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

WHEREAS, consistent with the recommendation of the Commissioner of the Engineering Department, the Town Board desires to authorize the award of a contract for the Project to A.I.I., Allen Industries, Inc., as the lowest responsible bidder at its bid price of \$1,134,825.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to A.I.I., Allen Industries, Inc., 56 S. Country Road, Westhampton Beach, New York 11701, as the lowest responsible bidder at its bid price \$1,134,825.00; and be it further

RESOLVED, that upon execution of the contract by A.I.I., Allen Industries, Inc, the required Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the contract; and be it further

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead, the agreement with A.I.I., Allen Industries, Inc., and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in an amount not to exceed \$1,134,825.00, with payments to be made from N.Y.S. Governor's Office of Storm Recovery Funds, Account No: 9555-503-9555-5010, in the sum of.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item # 35
Case # 18675

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING A PANEL OF
ENGINEERING AND PLANNING FIRMS PURSUANT TO THE TOWN'S
PROCUREMENT POLICY AND PROCEDURES.**

WHEREAS, from time to time, the Town of Hempstead (the "Town") considers the rezoning of land and amendments to its Building Zone Ordinance which may require the services of outside engineering and planning firms to perform necessary planning, site plan review, engineering, and State Environmental Quality Review Act (SEQRA) related work; and

WHEREAS, pursuant to the Town's Procurement Policy and Procedures (the "Policy"), the Town issued a request for qualifications (RFQ); and

WHEREAS, the Town received responses to the RFQ, which were reviewed by a committee to evaluate qualifications for planning, zoning, and SEQRA services (the "Committee"); and

WHEREAS, the Committee has requested that this Board establish a panel of outside engineering and planning firms and further requests that this Board assigns the engineering and planning firms listed in the attached Schedule A to the panel (the "Panel"); and

WHEREAS, in the event services are needed, the Commissioner of the Department of Engineering (the "Commissioner") may issue Request for Proposals (RFP) from the firms identified on the Panel when the procurement amount is expected to cost more than \$10,000; and

WHEREAS, the Board finds it in the best interests of the Town to establish the Panel.

NOW, THEREFORE, BE IT

RESOLVED, that the Board hereby establishes the Panel; and be it further

RESOLVED, that placement on the Panel is contingent upon the Committee's review and approval of the consultants' NYS Vendor Responsibility Questionnaire and Town of Hempstead Public Disclosure Statement; and be it further

RESOLVED, that the Commissioner is authorized to issue RFPs to the firms listed on the Panel, in the relevant category, consistent with the Town's needs; and be it further

RESOLVED, that following the issuance of the RFPs by the Commissioner, and the recommendation by the Committee of firms to undertake and complete the required work, the Commissioner shall obtain Town Board approval prior to any firm commencing work.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Page #

3039

SCHEDULE A

Approved Firms

1. Land Design Associates Engineering,
Surveying & Landscape Architecture, DPC
350 Motor Parkway, Suite 206
Hauppauge, New York 11788
2. Kimley-Horn of New York, P.C.
1 North Lexington Avenue, Suite 1575
White Plains, New York 10601
3. Baptiste Engineering, DPC
150 Broadhollow Road, Suite 222
Melville, New York 11747
4. Ferrandino & Associates Inc.
3 West Main Street, Suite 214
Elmsford, New York 10523
and
D & B Engineers and Architects, P.C.
330 Crossways Park Drive
Woodbury, New York 11797
(Engineering Sub-contractor)
5. H2M Architects & Engineers
538 Broadhollow Road, 4th Floor East
Melville, New York 11747
6. Nelson, Pope & Voorhis, LLC
572 Walt Whitman Road
Melville, New York 11747
7. NV5 New York
40 Marcus Drive, Suite 201
Melville, New York 11747
8. Cameron Engineering & Associates, LLP
177 Crossways Park Drive
Woodbury, New York 11797
9. Cashin Associates, P.C.
1200 Veteran's Memorial Highway
Hauppauge, New York 11788

Case No.

Resolution No.

Adopted:

Council(wo)man
adoption:

offered the following resolution and moved its

**RESOLUTION AMENDING RESOLUTION
NO. 718-2018 TO RETAIN CAMERON
ENGINEERING ASSOCIATES, LLP FOR
LAND USE STUDIES AND
RECOMMENDATIONS IN THE TOWN OF
HEMPSTEAD**

WHEREAS, this Town Board did retain Cameron Engineering Associates, LLP ("Cameron") for land use studies and recommendations for the Town of Hempstead under Town Board Resolution No. 718-2018; and

WHEREAS, Cameron submitted a proposed amendment dated October 25, 2019 for an additional scope of services related to the Woodmere Club zoning initiative; and

WHEREAS, the Town Board finds the additional scope of services prudent and in the best interest of the Town to approve same;

NOW, THEREFORE, BE IT

RESOLVED, Town Board Resolution No. 718-2018 is hereby amended in so far as to include the additional scope of services as described in Cameron's proposed amendment dated October 25, 2019, and to increase the fee cap from \$200,000 to \$329,000; and be it further

RESOLVED, that all fees paid in conjunction with the Agreement shall continue to be paid from the Town of Hempstead General Fund Account Number 010-012-9000-4151; and be it further

The foregoing resolution was seconded by Council(wo)man and adopted upon roll call as follows:

AYES:

NOES:

Item # 37

Case # 24970

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

SENSE OF THE BOARD RESOLUTION URGING CONGRESS TO TAKE ACTION TO OPPOSE THE REAUTHORIZATION OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), KNOWN AS H.R. 3167, AND INSTEAD SEEK MEANINGFUL AFFORDABILITY PROTECTIONS IN THE REAUTHORIZATION OF THE NATIONAL FLOOD INSURANCE PROGRAM.

WHEREAS, floods are one of the most common and most destructive natural disasters in the United States; and

WHEREAS, the National Flood Insurance Act authorizes a National Flood Insurance Program ("NFIP"); and

WHEREAS, NFIP is a program created by Congress to mitigate future flood losses across the United States and to further provide access to affordable flood insurance protection for property owners; and

WHEREAS, New York State has over 175,000 NFIP policies in-force and is 7th in the number of NFIP policies in-force by state; and

WHEREAS, the NFIP maintains a significant role in providing financial protection against flood events to New York Property Owners; and

WHEREAS, the NFIP is was set to expire on September 30, 2019 and a stopgap measure was signed into law extending the NFIP through November 21, 2019; and

WHEREAS, on June 12 the House Financial Services Committee unanimously passed legislation to reauthorize and reform the NFIP, known as H.R. 3167; and

WHEREAS, H.R. 3167 does not sufficiently protect affordability for all Town of Hempstead's NFIP policy holders; and

WHEREAS, the proposed reauthorization provides for the following unacceptable terms: the increase of rates to primary homeowners up to 18% annually until they reach their actuary rates (every 4 years premiums may double); the increase of rates to secondary homeowners up to 25% annually until they reach their actuary rate (every 3 years premiums may double); the increase to risk/premiums for communities that have high construction/replacement costs; the implementation of Risk Rating 2.0 mapping which results in higher premiums the closer you live to water; and an increase to the cost of compliance limits that is still insufficient to meet actual numbers; and

WHEREAS, Risk Rating 2.0 will dramatically change the way FEMA prices NFIP policies by accounting for (1) a structures distance to the water, (2) exposure to different types of flood risk (storm, surge, intense rainfall, etc.) and (3) the cost to rebuild-all factors that will inevitably subject high costs, coastal communities like the Town of Hempstead to higher premiums; and

WHEREAS, the Town Board believes that the caps on current annual increases (18% on primary residences and 25% on rental properties, commercial properties, and second homes) are unsustainable and that a lower cap providing a more gradual path of increase, provides greater economic stability and fairness; and

WHEREAS, the Town Board believes it is imperative that Congress include in any reauthorization legislation a significantly lower cap on annual percentage increases for all NFIP premiums.

Item # 38

Case # 10338

28619

NOW, THEREFORE, BE IT

RESOLVED, the Town Board desires:

1. That the National Flood Insurance program be reauthorized but that the current proposed reform of the NFIP contained in H.R. 3167 is unacceptable in its current format to the Town of Hempstead.
2. That the House Financial Services Committee rescind the reform and further implores legislators that any reauthorization of the National Flood Insurance Program must include meaningful balance and affordability protections for all policy holders.

RESOLVED, the Town Clerk is hereby directed to send a certified copy of this resolution to the House Financial Services Committee and the Town's representatives in Congress.

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 as follows:

RESOLUTION AUTHORIZING PAYMENT SETTLING
PENDING LITIGATION WITH DOUBLE EAGLE
GOLF, INC.

WHEREAS, there is a pending matter of litigation in Nassau County Supreme Court involving the Town of Hempstead and Double Eagle Golf, Inc., c/o Sunshine, Isaacson & Hecht, LLP, 390 N. Broadway, Suite 200, Jericho, N.Y. 11753, under Index no 604281/2017, relating to Lido Beach Golf Course; and

WHEREAS, after due negotiation between the parties, the Town Attorney recommends that the Town Board approve and authorize a full settlement of this matter; and

WHEREAS, the Town is in possession of a general release in favor of the Town of Hempstead, executed on behalf of Double Eagle Golf, Inc. by Angelo Belli, and executed individually by Angelo Belli, Richard Belli and Lucien Clerico, in exchange for payment by the Town to Double Eagle Golf, Inc., in the amount of \$85,000.00:

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead is authorized to pay to Double Eagle Golf, Inc., c/o Sunshine, Isaacson & Hecht, LLP, 390 N. Broadway, Suite 200, Jericho, N.Y. 11753 in the amount of \$85,000.00, to be paid out of General Fund account no. 010-001-1910-4007; and be it further

RESOLVED, that the Town Attorney is hereby authorized and directed to do any act and execute any document necessary to effectuate such payment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

40

Case #

10889

Resolution – Amending Resolution No. 36-2019 Re: Various offices, position & occupations in the Town Government of the Town of Hempstead

Item # 41
Case # 7

CASE NO. 30194

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. 75-2019, 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 December 10, 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. 75-2019, 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 # 4/2
Case # 30194

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of December, 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:

OCEANSIDE
Section 202-13

MOUNT AVENUE (TH 505/19) East Side - NO PARKING 9 AM TO 2 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 127 feet south of the south curblineline of Nassau Parkway south for a distance of 27 feet.

OCEANSIDE ROAD (TH 496/19) West Side - NO PARKING 8 AM TO 4 PM MONDAY THROUGH FRIDAY - starting at a point 150 feet north of the north curblineline of Johnson Place north for a distance of 221 feet.

SOUTHARD AVENUE (TH 533/19) West Side - NO PARKING 9 AM TO 2 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 258 feet south of the south curblineline of Nassau Parkway south for a distance of 23 feet.

WEST CORTLAND AVENUE (TH 504/19) South Side - NO PARKING 8 AM TO 9 AM, 3 PM TO 4 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting from the west curblineline of Yost Boulevard west for a distance of 120 feet.

(NR) ROCKVILLE
CENTRE
Section 202-34

WATERVIEW DRIVE (TH 455/19) 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 142 feet.

SEAFORD
Section 202-4

LOCUST AVENUE (TH 529/19) North Side - NO PARKING 7 AM TO 3 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 63 feet west of a point opposite the east curblineline of Corral Path west for a distance of 18 feet.

UNIONDALE Section 202-12	PEMACO LANE (TH 463/19) West Side - NO PARKING 7 AM TO 7 PM - starting at a point 62 feet south of the south curblines of Marginal Road south for a distance of 25 feet.
WOODMERE Section 202-17	WESTWOOD ROAD (TH 493/19) East Side - NO PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 35 feet north of the north curblines of West Broadway north to the south curblines of Midwood Road.
ALSO, to REPEAL from Chapter 202 "REGULATIONS AND RESTRICTIONS" to limit parking from the following locations:	
NORTH BELLMORE Section 202-15	NORTH JERUSALEM ROAD (TH 268/71) North Side - ONE HOUR PARKING - starting at a point 172 feet west of the west curblines of Marion Drive west for a distance of 172 feet. (Adopted 8/10/71)
OCEANSIDE Section 202-13	ATLANTIC AVENUE (TH 28/03) North Side - 15 MINUTE PARKING 8 AM TO 6 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 125 feet east of the east curblines of Court Street east for a distance of 109 feet. (Adopted 2/4/03)
	ATLANTIC AVENUE (TH 545/04) South Side - ONE HOUR PARKING 8 AM TO 6 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 30 feet west of the west curblines of Lincoln Avenue west for a distance of 100 feet. (Adopted 12/13/05)
(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 curblines of Lakeview Avenue north for a distance of 70 feet. (Adopted 10/2/19)
WANTAGH Section 202-10	CLIFTON BOULEVARD (TH 299/19) North Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - starting at a point 22 feet east of a point opposite the east curblines of Denver Road east for a distance of 41 feet. (Adopted 9/3/19)
WOODMERE Section 202-17	WESTWOOD ROAD (TH 607/08) East Side - NO PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - starting at a point 35 feet north of the north curblines of West Broadway north for a distance of 127 feet. (Adopted 1/6/09)

WESTWOOD ROAD (TH 607/08) East Side -
NO PARKING 8 AM TO 4 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 182 feet north of
the north curblineline of West Broadway
north to the south curblineline of Midwood
Road. (Adopted 1/6/09)

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

Dated: November 12, 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 seventy four of two thousand nineteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

OCEANSIDE
Section 202-13

MOUNT AVENUE (TH 505/19) East Side – NO PARKING 9 AM TO 2 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 127 feet south of the south curbline of Nassau Parkway south for a distance of 27 feet.

OCEANSIDE ROAD (TH 496/19) West Side – NO PARKING 8 AM TO 4 PM MONDAY THROUGH FRIDAY – starting at a point 150 feet north of the north curbline of Johnson Place north for a distance of 221 feet.

SOUTHARD AVENUE (TH 533/19) West Side – NO PARKING 9 AM TO 2 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 258 feet south of the south curbline of Nassau Parkway south for a distance of 23 feet.

WEST CORTLAND AVENUE (TH 504/19) South Side – NO PARKING 8 AM TO 9 AM, 3 PM TO 4 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting from the west curbline of Yost Boulevard west for a distance of 120 feet.

(NR) ROCKVILLE CENTRE
Section 202-34

WATERVIEW DRIVE (TH 455/19) 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 142 feet.

SEAFORD
Section 202-4

LOCUST AVENUE (TH 529/19) North Side – NO PARKING 7 AM TO 3 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 63 feet west of a point opposite the east curbline of Corral Path west for a distance of 18 feet.

UNIONDALE
Section 202-12

PEMACO LANE (TH 463/19) West Side – NO PARKING 7 AM TO 7 PM – starting at a point 62 feet south of the south curbline of Marginal Road south for a distance of 25 feet.

WOODMERE
Section 202-17

WESTWOOD ROAD (TH 493/19) East Side – NO PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 35 feet north of the north curbline of West Broadway north to the south curbline of Midwood Road.

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 seventy four of two thousand nineteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

NORTH BELLMORE
Section 202-15

NORTH JERUSALEM ROAD (TH 268/71) North Side – ONE HOUR PARKING – starting at a point 172 feet west of the west curbline of Marion Drive west for a distance of 172 feet. (Adopted 8/10/71)

OCEANSIDE
Section 202-13

ATLANTIC AVENUE (TH 28/03) North Side – 15 MINUTE PARKING 8 AM TO 6 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 125 feet east of the east curbline of Court Street east for a distance of 109 feet. (Adopted 2/4/03)

ATLANTIC AVENUE (TH 545/04) South Side – ONE HOUR PARKING 8 AM TO 6 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 30 feet west of the west curbline of Lincoln Avenue west for a distance of 100 feet. (Adopted 12/13/05)

(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. (Adopted 10/2/19)

WANTAGH
Section 202-10

CLIFTON BOULEVARD (TH 299/19) North Side – TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 22 feet east of a point opposite the east curbline of Denver Road east for a distance of 41 feet. (Adopted 9/3/19)

WOODMERE
Section 202-17

WESTWOOD ROAD (TH 607/08) East Side – NO PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 35 feet north of the north curbline of West Broadway north for a distance of 127 feet. (Adopted 1/6/09)

WESTWOOD ROAD (TH 607/08) East Side – NO PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 182 feet north of the north curbline of West Broadway north to the south curbline of Midwood Road. (Adopted 1/6/09)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30195

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. 76-2019, 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 December 10, 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. 76-2019, 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# 43
Case# 30195

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of December, 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:

EAST MEADOW

EAST MEADOW AVENUE (TH 430/19) West Side - NO STOPPING ANYTIME - starting at the north curbline of Midland Drive north for a distance of 108 feet.

EAST MEADOW AVENUE (TH 430/19) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Midland Drive south for a distance of 72 feet.

EAST MEADOW AVENUE (TH 430/19) West Side - NO STOPPING ANYTIME - starting at a point 72 feet south of the south curbline of Midland Drive south for a distance of 104 feet.

SHAKESPEARE PLACE (TH 443/19) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of North Jerusalem Road north for a distance of 60 feet.

SHAKESPEARE PLACE (TH 443/19) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of North Jerusalem Road north for a distance of 50 feet.

ELMONT

MEACHAM AVENUE (TH 514/19) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Times Avenue north for a distance of 30 feet.

MEACHAM AVENUE (TH 524/19) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of C Street north for a distance of 60 feet.

FRANKLIN SQUARE

NEW HYDE PARK ROAD (TH 523/19) East Side - NO STOPPING ANYTIME - starting at a point opposite the north curblineline of Tulip Avenue north to the south curblineline of Maple Drive.

NEW HYDE PARK ROAD (TH 523/19) East Side - NO STOPPING ANYTIME - starting at the north curblineline of Maple Drive north to a point 60 feet south of the south curblineline of Cathedral Avenue.

NEW HYDE PARK ROAD (TH 523/19) East Side - NO STOPPING ANYTIME - starting at a point 25 feet north of the north curblineline of Cathedral Avenue north for a distance of 280 feet.

HEWLETT

DAUB AVENUE (TH 475/19) West Side - NO STOPPING HERE TO CORNER - from the south curblineline of Westwood Road south for a distance of 30 feet.

LAKEVIEW

MAHOPAC ROAD (TH 465/19) East Side - NO STOPPING ANYTIME - starting at a point 105 feet south of the south curblineline of Champlain Avenue south for a distance of 86 feet.

NORTH BELLMORE

HOOVER STREET (TH 488/19) West Side - NO STOPPING ANYTIME - starting at a point 101 feet south of the south curblineline of North Jerusalem Road south for a distance of 48 feet.

NORTH JERUSALEM ROAD (TH 517/19) North Side - NO STOPPING ANYTIME - starting at a point 145 feet west of the west curblineline of Marion Drive west to the east curblineline of Bellmore Road.

NORTH VALLEY STREAM

BARRY DRIVE SOUTH (TH 490/19) West Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of Dutch Broadway south for a distance of 40 feet.

BARRY DRIVE SOUTH (TH 490/19) East Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of Dutch Broadway south for a distance of 40 feet.

OCEANSIDE

ATLANTIC AVENUE (TH 499/19) South Side - NO STOPPING ANYTIME - from the west curblineline of Lincoln Avenue west for a distance of 300 feet.

ATLANTIC AVENUE (TH 499/19) North Side - NO STOPPING ANYTIME - from the west curblineline of Lincoln Avenue west to the east curblineline of Court Street.

OCEANSIDE ROAD (TH 496/19) East Side -
NO STOPPING ANYTIME - starting at a
point 25 feet north of the north
curbline of Nassau Parkway north for a
distance of 760 feet.

OCEANSIDE ROAD (TH 496/19) East Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Nassau Parkway
north for a distance of 25 feet.

OCEANSIDE ROAD (TH 496/19) West Side -
NO STOPPING ANYTIME - starting at the
north curbline of Johnson Place north
for a distance of 145 feet.

MERRICK ROAD (TH 496/19) South Side -
NO STOPPING ANYTIME - starting at a
point 20 feet east of the east curbline
of One Healthy Way east for a distance
of 300 feet.

MERRICK ROAD (TH 496/19) North Side -
NO STOPPING ANYTIME - starting at a
point 10 feet east of the east curbline
of Chestnut Street east for a distance
of 76 feet.

MERRICK ROAD (TH 496/19) North Side -
NO STOPPING HERE TO CORNER - starting
at the east curbline of Chestnut Street
east for a distance of 10 feet.

MERRICK ROAD (TH (TH 496/19) North Side
- NO STOPPING ANYTIME - starting at a
point 28 feet west of the west curbline
of Chestnut Street west for a distance
of 180 feet.

MERRICK ROAD (TH 496/19) North Side -
NO STOPPING ANYTIME - starting at a
point 15 feet west of the west curbline
of Cumberland Street west for a
distance of 70 feet.

UNIONDALE

MARGINAL ROAD (TH 463/19) West Side -
NO STOPPING ANYTIME - starting at a
point 13 feet south of the south
curbline of Front Street south to the
south east curve for a distance of
158 feet.

NEW STREET (TH 528/19) South Side - NO
PARKING ANYTIME - starting at a point
555 feet east of the east curbline of
Uniondale Avenue east for a distance of
45 feet.

PEMBROKE STREET (TH 510/19) North Side
- NO PARKING ANYTIME - starting at a
point 243 feet west of the west
curbline of Arcadia Avenue west for a
distance of 62 feet.

(NR) WESTBURY

STEWART AVENUE (TH 494/19) North Side -
NO STOPPING HERE TO CORNER - starting
at the east curbline of Washington
Avenue east for a distance of 40 feet.

STEWART AVENUE (TH 494/19) South Side -
NO STOPPING ANYTIME - starting at a
point 50 feet west of a point opposite
the west curbline of Washington Avenue
east for a distance of 130 feet.

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

EAST MEADOW

EAST MEADOW-NEWBRIDGE AVENUE
(TH 346/82) West Side - NO STOPPING
HERE TO CORNER - starting at the north
curbline of Midland Drive north for a
distance of 80 feet. (Adopted 10/19/82)

EAST MEADOW AVENUE (TH 618/05) West
Side - NO STOPPING ANYTIME - starting
at a point 48 feet south of the south
curbline of Midland Avenue south for a
distance of 122 feet. (Adopted 5/23/06)

SHAKESPEARE PLACE (TH 318/87) East Side
- NO STOPPING ANYTIME - starting at the
north curbline of North Jerusalem Road
north for a distance of 76 feet.
(Adopted 7/28/87)

SHAKESPEARE PLACE (TH 318/87) West Side
- NO STOPPING ANYTIME - starting at the
north curbline of North Jerusalem Road
north for a distance of 86 feet.
(Adopted 7/28/87)

STEWART AVENUE (TH 468/70) South Side -
NO STOPPING ANYTIME - starting at a
point 30 feet west of a point opposite
the west curbline of Washington Avenue
east for a distance of 110 feet.
(Adopted 11/10/70)

STEWART AVENUE (TH 468/70) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curbline of Washington
Avenue west for a distance of 30 feet.
(Adopted 11/10/70)

LAKEVIEW MAHOPAC ROAD - East Side - NO PARKING - starting at a point 20 feet north of a point opposite the north curbline of Ronkonkoma Avenue north for a distance of 60 feet. (Adopted 4/25/61)

NORTH BELLMORE HOOVER STREET (TH 264/16) West Side - NO STOPPING ANYTIME - starting at a point 101 feet south of the south curbline of North Jerusalem Road south for a distance of 63 feet. (Adopted 9/20/16)

NORTH JERUSALEM ROAD (TH 509/72) North Side - NO STOPPING ANYTIME - starting at the east curbline of Bellmore Road east for a distance of 246 feet. (Adopted 10/3/72)

OCEANSIDE ATLANTIC AVENUE (TH 28/03) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Court Street east for a distance of 53 feet. (Adopted 2/4/03)

ATLANTIC AVENUE (TH 28/03) North Side - NO PARKING ANYTIME - starting at a point 53 feet east of the east curbline of Court Street east for a distance of 42 feet. (Adopted 2/4/03)

ATLANTIC AVENUE (TH 545/04) South Side - NO STOPPING HERE TO CORNER - from the west curbline of Lincoln Avenue west for a distance of 30 feet. (Adopted 12/13/05)

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

Dated: November 12, 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 seventy five of two thousand nineteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

EAST MEADOW

EAST MEADOW AVENUE (TH 430/19) West Side – NO STOPPING ANYTIME – starting at the north curblines of Midland Drive north for a distance of 108 feet.

EAST MEADOW AVENUE (TH 430/19) West Side – NO STOPPING HERE TO CORNER – starting at the south curblines of Midland Drive south for a distance of 72 feet.

EAST MEADOW AVENUE (TH 430/19) West Side – NO STOPPING ANYTIME – starting at a point 72 feet south of the south curblines of Midland Drive south for a distance of 104 feet.

SHAKESPEARE PLACE (TH 443/19) West Side – NO STOPPING HERE TO CORNER – starting at the north curblines of North Jerusalem Road north for a distance of 60 feet.

SHAKESPEARE PLACE (TH 443/19) East Side – NO STOPPING HERE TO CORNER – starting at the north curblines of North Jerusalem Road north for a distance of 50 feet.

ELMONT

MEACHAM AVENUE (TH 514/19) East Side – NO STOPPING HERE TO CORNER – starting at the north curblines of Times Avenue north for a distance of 30 feet.

MEACHAM AVENUE (TH 524/19) East Side – NO STOPPING HERE TO CORNER – starting at the north curblines of C Street north for a distance of 60 feet.

FRANKLIN SQUARE

NEW HYDE PARK ROAD (TH 523/19) East Side – NO STOPPING ANYTIME – starting at a point opposite the north curblines of Tulip Avenue north to the south curblines of Maple Drive.

NEW HYDE PARK ROAD (TH 523/19) East Side – NO STOPPING ANYTIME – starting at the north curblines of Maple Drive north to a point 60 feet south of the south curblines of Cathedral Avenue.

NEW HYDE PARK ROAD (TH 523/19) East Side – NO STOPPING ANYTIME – starting at a point 25 feet north of the north curblines of Cathedral Avenue north for a distance of 280 feet.

HEWLETT

DAUB AVENUE (TH 475/19) West Side – NO STOPPING HERE TO CORNER – from the south curblines of Westwood Road south for a distance of 30 feet.

LAKEVIEW

MAHOPAC ROAD (TH 465/19) East Side – NO STOPPING ANYTIME – starting at a point 105 feet south of the south curbline of Champlain Avenue south for a distance of 86 feet.

NORTH BELLMORE

HOOVER STREET (TH 488/19) West Side – NO STOPPING ANYTIME – starting at a point 101 feet south of the south curbline of North Jerusalem Road south for a distance of 48 feet.

NORTH JERUSALEM ROAD (TH 517/19) North Side – NO STOPPING ANYTIME – starting at a point 145 feet west of the west curbline of Marion Drive west to the east curbline of Bellmore Road.

NORTH VALLEY STREAM

BARRY DRIVE SOUTH (TH 490/19) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Dutch Broadway south for a distance of 40 feet.

BARRY DRIVE SOUTH (TH 490/19) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Dutch Broadway south for a distance of 40 feet.

OCEANSIDE

ATLANTIC AVENUE (TH 499/19) South Side – NO STOPPING ANYTIME – from the west curbline of Lincoln Avenue west for a distance of 300 feet.

ATLANTIC AVENUE (TH 499/19) North Side – NO STOPPING ANYTIME – from the west curbline of Lincoln Avenue west to the east curbline of Court Street.

OCEANSIDE ROAD (TH 496/19) East Side – NO STOPPING ANYTIME – starting at a point 25 feet north of the north curbline of Nassau Parkway north for a distance of 760 feet.

OCEANSIDE ROAD (TH 496/19) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Nassau Parkway north for a distance of 25 feet.

OCEANSIDE ROAD (TH 496/19) West Side – NO STOPPING ANYTIME – starting at the north curbline of Johnson Place north for a distance of 145 feet.

MERRICK ROAD (TH 496/19) South Side – NO STOPPING ANYTIME – starting at a point 20 feet east of the east curbline of One Healthy Way east for a distance of 300 feet.

MERRICK ROAD (TH 496/19) North Side – NO STOPPING ANYTIME – starting at a point 10 feet east of the east curbline of Chestnut Street east for a distance of 76 feet.

MERRICK ROAD (TH 496/19) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Chestnut Street east for a distance of 10 feet.

MERRICK ROAD (TH (TH 496/19) North Side – NO STOPPING ANYTIME – starting at a point 28 feet west of the west curbline of Chestnut Street west for a distance of 180 feet.

MERRICK ROAD (TH 496/19) North Side – NO STOPPING ANYTIME – starting at a point 15 feet west of the west curbline of Cumberland Street west for a distance of 70 feet.

UNIONDALE

MARGINAL ROAD (TH 463/19) West Side – NO STOPPING ANYTIME – starting at a point 13 feet south of the south curbline of Front Street south to the south east curve for a distance of 158 feet.

NEW STREET (TH 528/19) South Side – NO PARKING ANYTIME – starting at a point 555 feet east of the east curbline of Uniondale Avenue east for a distance of 45 feet.

PEMBROKE STREET (TH 510/19) North Side – NO PARKING ANYTIME – starting at a point 243 feet west of the west curbline of Arcadia Avenue west for a distance of 62 feet.

(NR) WESTBURY

STEWART AVENUE (TH 494/19) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Washington Avenue east for a distance of 40 feet.

STEWART AVENUE (TH 494/19) South Side – NO STOPPING ANYTIME – starting at a point 50 feet west of a point opposite the west curbline of Washington Avenue east for a distance of 130 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 seventy five of two thousand nineteen is hereby amended by repealing therein “PARKING OR STANDING PROHIBITIONS” at the following locations:

EAST MEADOW

EAST MEADOW-NEWBRIDGE AVENUE (TH 346/82) West Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Midland Drive north for a distance of 80 feet. (Adopted 10/19/82)

EAST MEADOW AVENUE (TH 618/05) West Side – NO STOPPING ANYTIME – starting at a point 48 feet south of the south curbline of Midland Avenue south for a distance of 122 feet. (Adopted 5/23/06)

SHAKESPEARE PLACE (TH 318/87) East Side – NO STOPPING ANYTIME – starting at the north curbline of North Jerusalem Road north for a distance of 76 feet. (Adopted 7/28/87)

SHAKESPEARE PLACE (TH 318/87) West Side – NO STOPPING ANYTIME – starting at the north curbline of North Jerusalem Road north for a distance of 86 feet. (Adopted 7/28/87)

STEWART AVENUE (TH 468/70) South Side – NO STOPPING ANYTIME – starting at a point 30 feet west of a point opposite the west curbline of Washington Avenue east for a distance of 110 feet. (Adopted 11/10/70)

STEWART AVENUE (TH 468/70) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Washington Avenue west for a distance of 30 feet. (Adopted 11/10/70)

LAKEVIEW

MAHOPAC ROAD – East Side – NO PARKING – starting at a point 20 feet north of a point opposite the north curbline of Ronkonkoma Avenue north for a distance of 60 feet. (Adopted 4/25/61)

NORTH BELLMORE

HOOVER STREET (TH 264/16) West Side – NO STOPPING ANYTIME – starting at a point 101 feet south of the south curbline of North Jerusalem Road south for a distance of 63 feet. (Adopted 9/20/16)

NORTH JERUSALEM ROAD (TH 509/72) North Side – NO STOPPING ANYTIME – starting at the east curbline of Bellmore Road east for a distance of 246 feet.
(Adopted 10/3/72)

OCEANSIDE

ATLANTIC AVENUE (TH 28/03) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Court Street east for a distance of 53 feet.
(Adopted 2/4/03)

ATLANTIC AVENUE (TH 28/03) North Side – NO PARKING ANYTIME – starting at a point 53 feet east of the east curbline of Court Street east for a distance of 42 feet.
(Adopted 2/4/03)

ATLANTIC AVENUE (TH 545/04) South Side – NO STOPPING HERE TO CORNER – from the west curbline of Lincoln Avenue west for a distance of 30 feet.
(Adopted 12/13/05)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30196

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. 77-2019, 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 December 10, 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. 77-2019, 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 # 44
Case # 30196

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of December, 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:

FRANKLIN SQUARE	COURT HOUSE ROAD (TH 509/19) STOP - all traffic traveling eastbound on Cherry Lane shall come to a full stop.
GARDEN CITY SOUTH	GARDEN BOULEVARD (TH 482/19) STOP - all traffic traveling northbound on Hampton Road shall come to a full stop.
INWOOD	WANSER AVENUE (TH 527/19) STOP - all traffic approaching southbound on Clinton Avenue shall come to a full stop.
LEVITTOWN	ORCHID ROAD (TH 522/19) STOP - all traffic traveling southbound on Albatross Road shall come to a full stop.
(NR) WESTBURY	PRIM LANE (TH 537/19) STOP - all traffic traveling eastbound on Pilgrim Lane shall come to a full stop.
	PRIM LANE (TH 537/19) STOP - all traffic traveling westbound on Pilgrim Lane shall come to a full stop.

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

Dated: November 12, 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 seventy six of two thousand nineteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

FRANKLIN SQUARE COURT HOUSE ROAD (TH 509/19) STOP – all traffic traveling eastbound on Cherry Lane shall come to a full stop.

GARDEN CITY SOUTH GARDEN BOULEVARD (TH 482/19) STOP – all traffic traveling northbound on Hampton Road shall come to a full stop.

INWOOD WANSER AVENUE (TH 527/19) STOP – all traffic approaching southbound on Clinton Avenue shall come to a full stop.

LEVITTOWN ORCHID ROAD (TH 522/19) STOP – all traffic traveling southbound on Albatross Road shall come to a full stop.

(NR) WESTBURY PRIM LANE (TH 537/19) STOP – all traffic traveling eastbound on Pilgrim Lane shall come to a full stop.

PRIM LANE (TH 537/19) STOP – all traffic traveling westbound on Pilgrim Lane shall come to a full stop.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30197

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-13 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND 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. 78-2019, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on December 10, 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. 78-2019, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 45
Case # 30197

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of December, 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 INCLUDE and REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

OCEANSIDE CHANCE DRIVE (TH 469/19) South Side - NO PARKING 8 AM TO 3 PM SCHOOL DAYS - starting at a point 495 feet west of the west curbline of Brower Avenue west for a distance of 157 feet.

UNIONDALE PEMBROKE STREET (TH 510/19) North Side - NO PARKING 8 AM TO 3 PM SCHOOL DAYS - starting at a point 305 feet west of the west curbline of Arcadia Avenue west for a distance of 58 feet.

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

OCEANSIDE CHANCE DRIVE (TH 543/18) South Side - NO PARKING 8 AM TO 3 PM SCHOOL DAYS - starting at a point 420 feet west of the west curbline of Brower Avenue west for a distance of 232 feet. (Adopted 3/12/19)

UNIONDALE PEMBROKE STREET (TH 155/13) North Side - NO PARKING 8 AM TO 3 PM SCHOOL DAYS - starting at a point 240 feet west of the west curbline of Arcadia Avenue west for a distance of 117 feet. (Adopted 9/17/13)

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

Dated: November 12, 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 include and 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 seventy seven of two thousand nineteen is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

OCEANSIDE CHANCE DRIVE (TH 469/19) South Side – NO PARKING 8 AM TO 3 PM SCHOOL DAYS – starting at a point 495 feet west of the west curblin of Brower Avenue west for a distance of 157 feet.

UNIONDALE PEMBROKE STREET (TH 510/19) North Side – NO PARKING 8 AM TO 3 PM SCHOOL DAYS – starting at a point 305 feet west of the west curblin of Arcadia Avenue west for a distance of 58 feet.

Section 2. 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 seventy seven of two thousand nineteen is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

OCEANSIDE CHANCE DRIVE (TH 543/18) South Side – NO PARKING 8 AM TO 3 PM SCHOOL DAYS – starting at a point 420 feet west of the west curblin of Brower Avenue west for a distance of 232 feet. (Adopted 3/12/19)

UNIONDALE PEMBROKE STREET (TH 155/13) North Side – NO PARKING 8 AM TO 3 PM SCHOOL DAYS – starting at a point 240 feet west of the west curblin of Arcadia Avenue west for a distance of 117 feet. (Adopted 9/17/13)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 18920

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-52 OF THE CODE OF THE TOWN OF HEMPSTEAD TO REPEAL "BUS 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 202-52 of the Code of the Town of Hempstead entitled "BUS STOPS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 79-2019, Print No. 1 to amend the said Section 202-52 of the Code of the Town of Hempstead to repeal "BUS 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 December 10, 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. 79-2019, Print No. 1, to amend Section 202-52 of the Code of the Town of Hempstead to repeal "BUS 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 # 46
Case # 18920

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of December, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-52 of the code of the Town of Hempstead to REPEAL "BUS STOPS" at the following locations:

EAST MEADOW EAST MEADOW AVENUE (TH 618/05) East Side
- NO STOPPING BUS STOP - starting at a
point opposite the north curbline of
Midland Avenue north for a distance of
60 feet. (Adopted 5/23/06)

 EAST MEADOW AVENUE (TH 618/05) West Side
- NO STOPPING BUS STOP - starting at the
south curbline of Midland Avenue south
for a distance of 48 feet.
(Adopted 5/23/06)

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

Dated: November 12, 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 fifty two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to repeal "BUS STOPS" at various locations.

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

Section 1. Section two hundred two dash fifty two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number seventy two of two thousand nineteen is hereby amended by repealing therein "BUS STOPS" at the following locations:

EAST MEADOW

EAST MEADOW AVENUE (TH 618/05) East Side – NO STOPPING BUS STOP – starting at a point opposite the north curblineline of Midland Avenue north for a distance of 60 feet. (Adopted 5/23/06)

EAST MEADOW AVENUE (TH 618/05) West Side – NO STOPPING BUS STOP – starting at the south curblineline of Midland Avenue south for a distance of 48 feet. (Adopted 5/23/06)

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30198

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-2 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "U-TURNS PROHIBITED" AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-2 of the Code of the Town of Hempstead entitled "U-TURNS PROHIBITED" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 80-2019, Print No. 1 to amend the said Section 197-2 of the Code of the Town of Hempstead to include "U-TURNS PROHIBITED" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on December 10, 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. 80-2019, Print No. 1, to amend Section 197-2 of the Code of the Town of Hempstead to include "U-TURNS PROHIBITED" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 47
Case # 30198

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of December, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-2 of the code of the Town of Hempstead to INCLUDE "U-TURNS PROHIBITED" at the following locations:

BALDWIN FOXHURST ROAD (TH 480/19) NO U-TURN - all traffic traveling southbound on Foxhurst Road between Grand Avenue and Foxhurst Road shall be prohibited from executing a u-turn maneuver.

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

Dated: November 12, 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 two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "U-TURNS PROHIBITED" at various locations.

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

Section 1. Section one hundred ninety seven dash two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number forty nine of two thousand nineteen is hereby amended by including therein "U-TURNS PROHIBITED" at the following locations:

BALDWIN

FOXHURST ROAD (TH 480/19) NO U-TURN – all traffic traveling southbound on Foxhurst Road between Grand Avenue and Foxhurst Road shall be prohibited from executing a u-turn maneuver.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND SECTION ONE HUNDRED NINETY TWO DASH ONE OF THE CODE OF THE TOWN OF HEMPSTEAD, BY THE ADDITION OF A LOCATION INTO SUBDIVISION "A" THEREOF, IN RELATION TO GROSS WEIGHT RESTRICTIONS UPON COMMERCIAL VEHICLES USING CERTAIN TOWN HIGHWAYS IN BALDWIN.

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, as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law to amend Section 192-1 of the Code of the Town of Hempstead by the addition of a location into subdivision "A", in relation to gross weight restrictions upon commercial vehicles using certain town highways in Baldwin; and

WHEREAS, has introduced a local law known as Intro. No. 81-2019, Print No. 1, as aforesaid;

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 10th day of December, 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. 81-2019, Print No. 1, to amend Section 192-1 of the Code of the Town of Hempstead by the addition of a location into subdivision "A" in relation to gross weight restrictions upon commercial vehicles using certain town highways in Baldwin; 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 them for that purpose in the Town Hall once, pursuant to Section 4-1 of Chapter 4 of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the date of said hearing.

The foregoing resolution was seconded by and adopted upon roll call as follows:

AYES:

NOES:

Item # 48
Case # 19829

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Hall Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of December, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 192-1 of the Code of the Town of Hempstead by the insertion of a location into subdivision "A" thereof, in relation to gross weight restrictions upon commercial vehicles using certain town highways, as follows:

"A" - BALDWIN

DEMOTT AVENUE - between Grand Avenue
and Westervelt Avenue.
(TH-334B/18)

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

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

Dated: November 12, 2019
Hempstead, New York

LAURA A. GILLEN
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA
Town Clerk

Town of Hempstead

A local law to amend section one hundred ninety two dash one of the code of the town of Hempstead by the addition of a location into subdivision "A" in relation to gross weight restrictions upon commercial vehicles using certain town highways in Baldwin.

Introduced by:

Be it enacted by the town board of the town of Hempstead as follows:

Section 1. Section one hundred ninety-two dash one of the code of the town of Hempstead as constituted by local law number one of nineteen hundred sixty-nine, shall be amended by the addition of a location into subdivision "A" thereof, in relation to gross weight restrictions upon commercial vehicles using certain town highways, as follows:

"A" - BALDWIN

DEMOTT AVENUE - between Grand Avenue and Westervelt Avenue.
(TH-334B/18)

§2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER 38 OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "CODE OF ETHICS".

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 encourage public confidence in government processes and decision making by prohibiting political party officers above the position of committeeperson and officers in a committee of a partisan political club or organization from serving as a commissioner, deputy commissioner, director, deputy director or member of any board, commission, or authority whose members are appointed by the Town Board; 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 10th day of December, 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 encourage public confidence in government processes and decision making by prohibiting political party officers above the position of committeeperson and officers in a committee of a partisan political club or organization from serving as a commissioner, deputy commissioner, director, deputy director or member of any board, commission, or authority whose members are appointed by the Town Board; 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 #

49

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 Tuesday, the 10th day of December, 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 encourage public confidence in government processes and decision making by prohibiting political party officers above the position of committeeperson and officers in a committee of a partisan political club or organization from serving as a commissioner, deputy commissioner, director, deputy director or member of any board, commission, or authority whose members are appointed by the Town Board.

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
November 12, 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".**

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" to prohibit political party officers above the position of committeeperson and officers in a committee of a partisan political club or organization from serving as a commissioner, deputy commissioner, director, deputy director or member of any board, commission, or authority whose members are appointed by the Town Board.

The Town Board finds that the enactment of this local law is necessary to further the following governmental interests:

- (a) To ensure that Town government operates effectively and fairly.
- (b) To encourage public confidence in government processes and decision making.
- (c) To ensure that public confidence in government is not undermined.
- (d) To eliminate conflicts of interest.
- (e) To reduce opportunities for corruption.
- (f) To reaffirm that employment and advancement in Town service does not depend on political performance.
- (g) To ensure that Town employees are free from pressure and from express or tacit invitation to vote in a certain way or perform political chores in order to curry favor with their superiors; and
- (h) To eliminate government employees from acting as a powerful political machine controlled by incumbent officials.

Section 2.

Chapter 38 of the Town Code entitled "Code of Ethics" is hereby amended to establish § 38-15.1 to be entitled "Political party officials", which shall read as follows:

§ 38-15.1 Political party officials.

No political party officer above the position of committeeperson or an officer of a committee of a partisan political club or organization shall be eligible to serve as a commissioner, deputy commissioner, director, deputy director or member of any board, commission, or authority whose members are appointed by the Town Board.

Section 3.

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

CASE NO. 21527

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING
FOR THE PURPOSE OF ESTABLISHING AND
SETTING ASIDE A CERTAIN PARKING SPACE
FOR MOTOR VEHICLES FOR THE SOLE USE
OF HOLDERS OF SPECIAL PARKING PERMITS
ISSUED BY THE COUNTY OF NASSAU TO
PHYSICALLY HANDICAPPED PERSONS.

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 10th day of December, 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 a certain parking space 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:

BELLEROSE TERRACE

239TH STREET - east side, starting
at a point 171 feet south of the south
curbline of Jamaica Avenue, south for a
distance of 20 feet.
(TH-487/19)

EAST MEADOW

SHERMAN AVENUE - west side, starting
at a point 130 feet north of the north
curbline of North Jerusalem Road, north
for a distance of 20 feet.
(TH-502/19)

ELMONT

POST AVENUE - north side, starting
at a point 148 feet east of east
curbline of Meacham Avenue, east for a
distance of 20 feet.
(TH-449/19)

Item# 50
Case # 21527

237TH STREET - west side, starting at a point 168 feet north of the north curbline of 116th Avenue, north for a distance of 18 feet.
(TH-491/19)

ROQUETTE AVENUE - west side, starting at a point 61 feet north of the north curbline of Arcade Place, north for a distance of 20 feet.
(TH-501/19)

ROOSEVELT

EAST RAYMOND AVENUE - south side, starting at a point 340 feet east of the east curbline of Nassau Road, east for a distance of 18 feet.
(TH-454/19)

WEST HEMPSTEAD

LANGLEY AVENUE - west side, starting at a point 139 feet north of the north curbline of Collins Lane, north for a distance of 22 feet.
(TH-464/19)

; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication 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 10th day of December, 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:

BELLEROSE TERRACE

239TH STREET - east side, starting at a point 171 feet south of the south curblineline of Jamaica Avenue, south for a distance of 20 feet.
(TH-487/19)

EAST MEADOW

SHERMAN AVENUE - west side, starting at a point 130 feet north of the north curblineline of North Jerusalem Road, north for a distance of 20 feet.
(TH-502/19)

ELMONT

POST AVENUE - north side, starting at a point 148 feet east of east curblineline of Meacham Avenue, east for a distance of 20 feet.
(TH-449/19)

237TH STREET - west side, starting at a point 168 feet north of the north curblineline of 116th Avenue, north for a distance of 18 feet.
(TH-491/19)

ROQUETTE AVENUE - west side, starting at a point 61 feet north of the north curblineline of Arcade Place, north for a distance of 20 feet.
(TH-501/19)

ROOSEVELT

EAST RAYMOND AVENUE - south side,
starting at a point 340 feet east
of the east curbline of Nassau Road,
east for a distance of 18 feet.
(TH-454/19)

WEST HEMPSTEAD

LANGLEY AVENUE - west side, starting
at a point 139 feet north of the north
curbline of Collins Lane, north for a
distance of 22 feet.
(TH-464/19)

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

Dated: November 12, 2019
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

ROOSEVELT

WEST RAYMOND AVENUE - south side,
starting at a point 135 feet east of the
east curblineline of Pennsylvania Avenue,
east for a distance of 20 feet.
(TH-387/19)

HOWARD AVENUE - south side, starting
at a point 105 feet west of the west
curblineline of John Place, south west for
a distance of 20 feet.
(TH-426/19)

WOODMERE

WOODMERE BOULEVARD - west side,
starting at a point 40 feet north of
the north curblineline of Woodmere Place,
north for a distance of 20 feet.
(TH-399/19)

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

(NR) LYNBROOK

KENSINGTON ROAD - east side,
starting at a point 230 feet north
of the north curblineline of Edward Street,
north for a distance of 20 feet.
(TH-300/06 - 9/19/06) (TH-416/19)

SEAFORD

NEPTUNE AVENUE - west side, starting
at a point 143 feet south of the south
curblineline of Bayview Avenue, south for a
distance of 20 feet.
(TH-002(B)/11 - 10/04/11) (TH-432/19)

; 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 10th day of December, 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:

ELMONT

LUDLAM PLACE - south side, starting at a point 81 feet east of the east curblineline of Lincoln Street, east for a distance of 20 feet.
(TH-393/19)

HILL AVENUE - east side, starting at a point 278 feet south of the south curblineline of Kiefer Avenue, south for a distance of 20 feet.
(TH-403/19)

FRANKLIN SQUARE

DORIS AVENUE - west side, starting at a point 376 feet south of the south curblineline of Theodora Street, south for a distance of 18 feet.
(TH-414/19)

ROOSEVELT

WEST RAYMOND AVENUE - south side, starting at a point 135 feet east of the east curblineline of Pennsylvania Avenue, east for a distance of 20 feet.
(TH-387/19)

HOWARD AVENUE - south side, starting at a point 105 feet west of the west curblineline of John Place, south west for a distance of 20 feet.
(TH-426/19)

WOODMERE

WOODMERE BOULEVARD - west side, starting at a point 40 feet north of the north curblineline of Woodmere Place, north for a distance of 20 feet.
(TH-399/19)

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

(NR) LYNBROOK

KENSINGTON ROAD - east side, starting at a point 230 feet north of the north curblineline of Edward Street, north for a distance of 20 feet.
(TH-300/06 - 9/19/06) (TH-416/19)

SEAFORD

NEPTUNE AVENUE - west side, starting at a point 143 feet south of the south curblineline of Bayview Avenue, south for a distance of 20 feet.
(TH-002(B)/11 - 10/04/11) (TH-432/19)

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

Dated: November 12, 2019
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE ADOPTION OF TOWN OF HEMPSTEAD PUBLIC PARKING FIELD MAPS 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 maps, indicating traffic and parking regulations thereon; and

WHEREAS, the Commissioner of General Services has submitted parking field maps 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 10th day of December, 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 maps showing the adoption of ten (10) "3 Hour Parking" signs in parking field WA-7, Wantagh; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

WANTAGH
WA-7

Cherrywood Parking Center
Parking Field WA-7
East End Turnpike Public
Parking District
(TH-452/19)

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of said hearing by the publication thereof in Newsday, a newspaper having a general circulation in the Town of Hempstead, once 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# 52
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 ten (10) "3 Hour Parking" signs in parking field WA-7, Wantagh; all in accordance and 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 10th day of December, 2019, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

WANTAGH
WA-7

Cherrywood Shopping Center
Parking Field WA-7
East End Turnpike Public
Parking District
(TH-452/19)

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: November 12, 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.

RESOLUTION CALLING A PUBLIC HEARING
ON APPLICATION OF MANOJ RAMAUTAR
FOR SPECIAL A EXCEPTION (PUBLIC GARAGE) AT
ROOSEVELT, NEW YORK.

ADOPTED:

offered the following resolution and moved its
adoption:

RESOLVED, that a public hearing be held December 10,
2019 at o'clock in the forenoon of that day, in the town
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,
Hempstead, New York, to consider the application for MANOJ
RAMAUTAR for a Special Exception (Public Garage) for uses
of an auto body repair shop business with outdoor storage
for vehicles under repair in Roosevelt, New York, and BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is
directed to publish notice thereof once at least ten (10)
days prior to date of hearing in Long Island Business News.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

53

Case #

29998

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a Public Hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on December 10, 2019 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of MANOJ RAMAUTAR for a Special Exception (Public Garage) for uses of an auto body repair shop business with outdoor storage for vehicles under repair in Roosevelt, New York:

An irregular shaped parcel with 126.15' of frontage along the east side of Babylon Turnpike located 48.70' north of the northeast corner of Babylon Turnpike and Jackson Avenue (East Fulton Avenue) known as Babylon Turnpike situated in Roosevelt, Town of Hempstead, County of Nassau, New York.

Maps pertaining to said proposal is on file with the application above mentioned in the Office of the undersigned and may be viewed during office hours.

All persons interested in the subject matter will be given an opportunity to be heard at the time and place above designated.

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

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Dated: November 12, 2019
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON APPLICATION OF PATH LAND HOLDINGS, LLC FOR PERMIT TO INCLUDE EXISTING GASOLINE SERVICE STATION WITHIN "GSS" DISTRICT AT BETHPAGE, NEW YORK.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing will be held on December 10, 2019 at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, to consider the application of PATH LAND HOLDINGS, LLC for a permit to include existing gasoline service station with "GSS" District and demolish the existing one-story building with basement and construct a new, 1 story, 2996' convenience store (without basement) with eight (8) multiple product dispensers providing sixteen (16) fueling stations, additional site work for parking approx. 33,572' of landscaping and a trash enclosure are also proposed no automotive repairs, bodywork, automotive painting or automotive sales will occur on premises located on the e/si of Hicksville Rd & s/si Central Ave. at Bethpage, New York, and BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is directed to publish notice thereof once a week for two successive weeks in Long Island Business News.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

54

Case #

30007

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on December 10, 2019 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of PATH LAND HOLDINGS, LLC for a permit to include existing gasoline service station with "GSS" District and demolish the existing one-story building with basement and construct a new, 1 story, 2996' convenience store (without basement) with eight (8) multiple product dispensers providing sixteen (16) fueling stations, additional site work for parking approx. 33,572' of landscaping and a trash enclosure are also proposed no automotive repairs, bodywork, automotive painting or automotive sales will occur on premises located on the e/si of Hicksville Rd & s/si Central Ave. at Bethpage, New York:

A panhandle-shaped parcel property having a lot area of 86,004' and improved with one (1) story masonry building the premises maintains approx. 252.9' of frontage along the e/si of Hicksville Rd. and 50.42' of frontage along the s/si of Central Ave. situated in Bethpage, Town of Hempstead, County of Nassau, State of New York.

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

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

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

LAURA A. GILLEN
SUPERVISOR

SYLVIA A. CABANA
TOWN CLERK

Dated: November 27, 2018
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REASSIGNMENT OF MATTHEW GOODING,
LABORER I, FROM THE DEPARTMENT OF
GENERAL SERVICES, ANIMAL SHELTER AND
CONTROL DIVISION TO THE DEPARTMENT
OF GENERAL SERVICES, CEMETERIES
DIVISION

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Matthew Gooding, Laborer I, be and hereby is
reassigned from the Department of General Services, Animal Shelter and Control Division to the
Department of General Services, Cemeteries Division, with no change in salary, by the Commissioner
of the Department of General Services and ratified by the Town Board of the Town of Hempstead,
effective October 14, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF KEITH HARRISON AS
LABORER II, IN THE DEPARTMENT OF PARKS
AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Keith Harrison, now serving as Equipment Operator I, in the Department of Parks and Recreation, be and hereby is appointed Laborer II, Non Competitive, Grade 11, Step 2 (C), \$49,800, with no change in salary, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective October 30, 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:

11/12/2019

In addition there are (17) Seventeen Resolutions for various types of Leaves of Absence.