

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 curblines 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 curblines 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 curblines 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 curblines 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 curblines 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 curblines of Corral Path west for a distance of 18 feet.

Item # 1

Case # 30194

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.

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
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 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

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.

Item# 2

Case# 30195

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 curblines 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 curblines 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 curblines of Marion Drive west to the east curblines of Bellmore Road.

NORTH VALLEY STREAM

BARRY DRIVE SOUTH (TH 490/19) West Side - NO STOPPING HERE TO CORNER - starting at the south curblines 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 curblines of Dutch Broadway south for a distance of 40 feet.

OCEANSIDE

ATLANTIC AVENUE (TH 499/19) South Side - NO STOPPING ANYTIME - from the west curblines of Lincoln Avenue west for a distance of 300 feet.

ATLANTIC AVENUE (TH 499/19) North Side - NO STOPPING ANYTIME - from the west curblines of Lincoln Avenue west to the east curblines 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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

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

Item # 3
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 197-13 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)

Item # 4

Case # 30197

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

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 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)

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

Item# 5

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 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

Item# 6

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 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

Item# 07

Case# 19829

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)

Item# 8
Case# 21527

ROOSEVELT

EAST RAYMOND AVENUE - south side,
starting at a point 340 feet east
of the east curblineline 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
curblineline 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

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)

Item# 9

Case# 21527

WOODMERE

WOODMERE BOULEVARD - west side, starting
at a point 40 feet north of the north
curbline 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
curbline 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
curbline 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

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.

Item# 10
Case# 16214

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

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

Item # 11

Case # 29998

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 are 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 12, 2019

Item #

12

Case #

30007

**DECISION OF THE
ADOPTION OF CERTAIN
ROADS WITHIN ISLAND
PARK (BARNUM ISLE)
(NR) ISLAND PARK**

Item #

13

Case #

30169

30168

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF CHAMBER OF COMMERCE OF THE BELLMORES FOR A PARADE PERMIT FOR A PARADE HELD IN BELLMORE, NEW YORK, ON OCTOBER 26, 2019.

WHEREAS, Debby Izzo of Bellmore, New York, Events Coordinator of the Chamber of Commerce of the Bellmores, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Bellmore, New York, on October 26, 2019 from 12:00 PM to 1:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Debby Izzo, Events Coordinator of the Chamber of Commerce of the Bellmores, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14
Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF AMERICAN LEGION POST 1033 FOR A
PARADE PERMIT FOR A PARADE HELD IN ELMONT, NEW
YORK, ON NOVEMBER 11, 2019.

WHEREAS, Ralph Esposito of Elmont, New York, Parade Chairman of the
American Legion Post 1033, New York has filed an application with the Town
Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in
Elmont, New York, on November 11, 2019 from 10:30 AM to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Ralph
Esposito, Parade Chairman of the American Legion Post 1033, be and the same is
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF JAMIAZIAUL QURAN FOR A PARADE
PERMIT FOR A PARADE HELD IN ELMONT, NEW YORK, ON
NOVEMBER 17, 2019.

WHEREAS, Mohammad Usman of Elmont, New York, President of the
Jamiaziul Quran, New York has filed an application with the Town Clerk of the
Town of Hempstead, for a Parade Permit for a Parade to be held in Elmont, New
York, on November 17, 2019 from 10:00 AM to 1:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of
Mohammad Usman, President of the Jamiaziul Quran, be and the same is hereby
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117
entitled Parades, Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF ARTHRITIS FOUNDATION FOR A
PARADE PERMIT FOR A K-RUN HELD IN HEMPSTEAD, NEW
YORK, ON DECEMBER 07, 2019.

WHEREAS, Marisa Maltese of Massapequa, New York, Development
Director of the Arthritis Foundation, New York has filed an application with the
Town Clerk of the Town of Hempstead, for a Parade Permit for a K-Run to be held
in Hempstead, New York, on December 07, 2019 from 10:00 AM to 11:00 AM
and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Marisa
Maltese, Development Director of the Arthritis Foundation, be and the same is
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 25843

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF INWOOD 5K RUN FOR A PARADE
PERMIT FOR A PARADE HELD IN INWOOD, NEW YORK, ON
OCTOBER 13, 2019.

WHEREAS, Byron Jarrin of Inwood, New York, Director of the Inwood
5K Run, New York has filed an application with the Town Clerk of the Town of
Hempstead, for a Parade Permit for a Parade to be held in Inwood, New York, on
October 13, 2019 from 9:00 AM to 10:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Byron
Jarrin, Director of the Inwood 5K Run, be and the same is hereby RATIFIED AND
CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code
of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF LEVITTOWN UFSD FOR A PARADE
PERMIT FOR A PARADE HELD IN LEVITTOWN, NEW YORK, ON
OCTOBER 27, 2019.

WHEREAS, J.K Snyder of Levittown, New York, Director Of Phys.
Ed./Athletics of the Levittown UFSD, New York has filed an application with the
Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held
in Levittown, New York, on October 27, 2019 from 10:30 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of J.K
Snyder, Director Of Phys. Ed./Athletics of the Levittown UFSD, be and the same is
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF GRACE LANE HOMEOWNERS FOR A PARADE PERMIT FOR A PROCESSION HELD IN LEVITTOWN, NEW YORK, ON OCTOBER 27, 2019.

WHEREAS, Peter Osterman of Levittown, New York, Parade Organizer of the Grace Lane Homeowners, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Procession to be held in Levittown, New York, on October 27, 2019 from 1:00 PM to 1:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Peter Osterman, Parade Organizer of the Grace Lane Homeowners, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

25843

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF DIVISION AVE HS FOR A PARADE
PERMIT FOR A PARADE HELD IN LEVITTOWN, NEW YORK, ON
OCTOBER 11, 2019.**

WHEREAS, Sam Mcelroy of Levittown, New York, Assitant Principal of the Division Ave HS, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Levittown, New York, on October 11, 2019 from 4:30 PM to 5:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Sam Mcelroy, Assitant Principal of the Division Ave HS, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 25843

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF
MAIMONDIES EDUCATIONAL CENTER FOR A PARADE PERMIT
FOR A PARADE TO BE HELD IN MERRICK, NEW YORK, ON
DECEMBER 22, 2019.

WHEREAS, Chana Kramer of Merrick, New York, Program Director of
the Maimondies Educational center, New York has filed an application with the
Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held
in Merrick, New York, on December 22, 2019 from 4:00 PM to 4:15 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the application of Chana Kramer, Program Director of
the Maimondies Educational center, be and the same is hereby GRANTED,
subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of
Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 25843

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF OCEANSIDE HIGH SCHOOL FOR A
PARADE PERMIT FOR A PARADE HELD IN OCEANSIDE, NEW
YORK, ON OCTOBER 19, 2019.

WHEREAS, Patrick Turk of Oceanside, New York, Director Of Student Activities of the Oceanside High School, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Oceanside, New York, on October 19, 2019 from 1:45 PM to 2:25 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Patrick Turk, Director Of Student Activities of the Oceanside High School, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

25843

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF CRUSING 4 LARA FOR A PARADE
PERMIT FOR A PARADE HELD IN OCEANSIDE, NEW YORK, ON
NOVEMBER 10, 2019. RAIN DATE: NOVEMBER 17, 2019.

WHEREAS, Bryan Donadio of Oceanside, New York, Event Coordinator
of the Crusing 4 Lara, New York has filed an application with the Town Clerk of
the Town of Hempstead, for a Parade Permit for a Parade to be held in Oceanside,
New York, on November 10, 2019, Rain Date: November 17, 2019, from 9:00
AM to 11:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Bryan
Donadio, Event Coordinator of the Crusing 4 Lara, be and the same is hereby
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF POINTVIEW ALE HOUSE FOR A
PARADE PERMIT FOR A K-RUN HELD IN POINT LOOKOUT,
NEW YORK, ON OCTOBER 06, 2019.

WHEREAS, Mo Cassara of Lynbrook, New York, Organizer of the
Pointview Ale House, New York has filed an application with the Town Clerk of
the Town of Hempstead, for a Parade Permit for a K-Run to be held in Point
Lookout, New York, on October 06, 2019 from 12:00 PM to 12:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Mo
Cassara, Organizer of the Pointview Ale House, be and the same is hereby
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 25843

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF POINT LOOKOUT CIVIC
ASSOCIATION FOR A PARADE PERMIT FOR A PARADE HELD IN
POINT LOOKOUT, NEW YORK, ON OCTOBER 26, 2019. RAIN
DATE: OCTOBER 27, 2019.

WHEREAS, Matthew Brennan of Point Lookout, New York, President of
the Point Lookout Civic Association, New York has filed an application with the
Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held
in Point Lookout, New York, on October 26, 2019, Rain Date: October 27,
2019, from 2:00 PM to 2:20 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Matthew
Brennan, President of the Point Lookout Civic Association, be and the same is
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF SEAFORD BOOSTER CLUB FOR A
PARADE PERMIT FOR A PARADE HELD IN SEAFORD, NEW
YORK, ON NOVEMBER 02, 2019.

WHEREAS, Suzanne Jordan of Seaford, New York, Secretary of the
Seaford Booster Club, New York has filed an application with the Town Clerk of
the Town of Hempstead, for a Parade Permit for a Parade to be held in Seaford,
New York, on November 02, 2019 from 1:30 PM to 4:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Suzanne
Jordan, Secretary of the Seaford Booster Club, be and the same is hereby
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

25843

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF SEAFORD WELLNESS COUNCIL FOR A
PARADE PERMIT FOR A K-RUN HELD IN SEAFORD, NEW
YORK, ON DECEMBER 07, 2019.

WHEREAS, Coleen Graziose of Seaford, New York, Seaford Wellness
Council Recording Secretary of the Seaford Wellness Council, New York has filed
an application with the Town Clerk of the Town of Hempstead, for a Parade Permit
for a K-Run to be held in Seaford, New York, on December 07, 2019 from 9:00
AM to 10:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Coleen
Graziose, Seaford Wellness Council Recording Secretary of the Seaford Wellness
Council, be and the same is hereby RATIFIED AND CONFIRMED, subject to all
the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF GIRLS ON THE RUN LONG ISLAND FOR
A PARADE PERMIT FOR A K-RUN HELD IN UNIONDALE, NEW
YORK, ON DECEMBER 08, 2019.

WHEREAS, Doreen Dunne of Massapequa, New York, Event Coordinator
of the Girls on the Run Long Island, New York has filed an application with the
Town Clerk of the Town of Hempstead, for a Parade Permit for a K-Run to be held
in Uniondale, New York, on December 08, 2019 from 8:55 AM to 10:15 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Doreen
Dunne, Event Coordinator of the Girls on the Run Long Island, be and the same is
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

25843

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF BILINGUAL SDA CHURCH FOR A PARADE PERMIT FOR A PARADE HELD IN VALLEY STREAM, NEW YORK, ON OCTOBER 12, 2019. RAIN DATE: OCTOBER 19, 2019.

WHEREAS, Pastor Jean More St. Fort of Valley Stream, New York, Pastor of the Bilingual SDA Church, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Valley Stream, New York, on October 12, 2019, Rain Date: October 19, 2019, from 1:00 PM to 2:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Pastor Jean More St. Fort, Pastor of the Bilingual SDA Church, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 124
Case # 25843

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF WANTAGH SPORTS BOOSTER
CLUB FOR A PARADE PERMIT FOR A PARADE HELD IN
WANTAGH, NEW YORK, ON OCTOBER 19, 2019.

WHEREAS, Annemarie Murale of Wantagh, New York, Homecoming
Chairperson of the Wantagh Sports Booster Club, New York has filed an
application with the Town Clerk of the Town of Hempstead, for a Parade Permit
for a Parade to be held in Wantagh, New York, on October 19, 2019 from 1:00
PM to 2:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of
Annemarie Murale, Homecoming Chairperson of the Wantagh Sports Booster
Club, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the
provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14
Case # 25843

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF JOHN THEISSEN CHILDREN FOUNDATION FOR A PARADE PERMIT FOR A K-RUN HELD IN INSTRUCTIONS AND MAP ARE ATTACHED, WANTAGH, NEW YORK, ON OCTOBER 20, 2019.

WHEREAS, John Theissen of Seaford, New York, Exec Director of the John Theissen Children Foundation, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a K-Run to be held in Instructions and Map are attached, Wantagh, New York, on October 20, 2019 from 8:30 AM to 10:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of John Theissen, Exec Director of the John Theissen Children Foundation, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14
Case # 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

RESOLUTION GRANTING OF THE APPLICATION OF WANTAGH CHAMBER OF COMMERCE FOR A PARADE PERMIT FOR A K-RUN TO BE HELD IN WANTAGH, NEW YORK, ON DECEMBER 14, 2019.

WHEREAS, Mitchell S. Rich of Wantagh, New York, Race Director of the Wantagh Chamber Of Commerce, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a K-Run to be held in Wantagh, New York, on December 14, 2019 from 8:00 AM to 10:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the application of Mitchell S. Rich, Race Director of the Wantagh Chamber Of Commerce, be and the same is hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

25843

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF THE ILANA PFEFFER MEMORIAL FOUNDATION FOR A PARADE PERMIT FOR A PROCESSION HELD IN WEST HEMPSTEAD, NEW YORK, ON OCTOBER 06, 2019.

WHEREAS, Deborah Pfeffer of W Hempstead, New York, Vice President of the The Ilana Pfeffer Memorial Foundation, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Procession to be held in West Hempstead, New York, on October 06, 2019 from 11:00 AM to 1:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Deborah Pfeffer, Vice President of the The Ilana Pfeffer Memorial Foundation, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14
Case # 25843

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF THE LEUKEMIA & LYMPHOMA SOCIETY TO DISPLAY FIREWORKS CONDUCTED BY FIREWORKS BY GRUCCI, INC. HELD AT EISENHOWER PARK, EAST MEADOW, NEW YORK ON OCTOBER 19, 2019.

WHEREAS, The Leukemia & Lymphoma Society of Rye Brook, New York, filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Fireworks By Grucci, Inc., 20 Pinehurst Drive Bellport, New York 11713 held in East Meadow, New York, on October 19, 2019.

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of The Leukemia & Lymphoma Society be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of the Explosives Ordinance of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15
Case # 687

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF HOFSTRA UNIVERSITY TO DISPLAY FIREWORKS CONDUCTED BY FIREWORKS BY GRUCCI, INC. HELD AT HOFSTRA UNIVERSITY IN UNIONDALE, NEW YORK ON SEPTEMBER 28, 2019. RAIN DATE: SEPTEMBER 29, 2019.

WHEREAS, Hofstra University of Hempstead, New York, filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Fireworks By Grucci, Inc., 20 Pinehurst Drive Bellport, New York 11713 held in Uniondale, New York, on September 28, 2019. Rain Date: September 29, 2019.

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

Case #

687

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF INDO AMERICAN FESTIVAL, INC. TO DISPLAY FIREWORKS CONDUCTED BY FIREWORKS EXTRAVAGANZA, HELD AT LIDO BEACH PARK, LIDO BEACH, NEW YORK ON SEPTEMBER 28, 2019. RAIN DATE: OCTOBER 20, 2019.

WHEREAS, Indo American Festival, Inc., of 40 LaValencia Road, Old Bridge New Jersey 08857, filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Fireworks Extravaganza, 121 Gertrude Avenue, Paramus, New Jersey 07652, held in Lido Beach, New York, on September 28, 2019; Rain Date: October 20, 2019.

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 17

Case # 29786

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE
APPLICATION OF ROCKVILLE LINKS CLUB TO DISPLAY FIREWORKS CONDUCTED BY
STARFIRE CORPORATION, HELD AT ROCKVILLE LINKS, ROCKVILLE CENTRE, NEW
YORK ON DECEMBER 1, 2019.

WHEREAS, Rockville Links Club of Rockville Centre, New York, filed an application
with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Starfire
Corporation, 682 Cole Road, Carrolltown, PA 15722 held in Rockville Centre, New York, on
December 1, 2019.

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Case #

30205

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

**RESOLUTION ACCEPTING BID AND AWARDING
THE CONTRACT FOR THE CHEMICAL BULK STORAGE UPGRADES
AT VARIOUS TOWN PARKS, PHASE IB,
HEMPSTEAD, NY, PW #22-19**

WHEREAS, the Commissioner of General Services, on behalf of the Department of Parks and Recreation, advertised for bids for the Chemical Bulk Storage Upgrades at Various Town Parks, Phase IB, Hempstead, NY, PW #22-19; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on November 1, 2019 at 11 o'clock in the forenoon; and

WHEREAS, the following bids were received and referred to the Commissioner of the Department of Parks and Recreation for examination and report:

<u>Contractor</u>	<u>Location</u>	<u>Bid</u>
Seaford Avenue Corp. 21 Brooklyn Ave. Massapequa, NY 11758	A. Bluegrass Lane	\$145,727.86
	B. Carman Avenue	\$145,727.86
	C. E. Village Green	\$136,829.25
	Locations A & B	\$291,455.72
	Locations A, B & C	\$428,284.97
Aventura 1101 Waverly Ave. Holtsville, NY 11742	A. Bluegrass Lane	\$168,944.00
	B. Carman Avenue	\$168,169.00
	C. E. Village Green	\$154,457.00
	Locations A & B	\$337,113.00
	Locations A, B & C	\$491,570.00
Philip Ross Industries, Inc. 200 Long Island Avenue Wyandanch, NY 11798	A. Bluegrass Lane	\$241,000.00
	B. Carman Avenue	\$227,000.00
	C. E. Village Green	\$213,000.00
	Locations A & B	\$468,000.00
	Locations A, B & C	\$681,000.00

and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the lowest bid was received from Seaford Avenue Corp. 21 Brooklyn Avenue, Massapequa, NY 11758, in the sum of \$428,284.97 and has recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified; and

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Seaford Avenue Corp. in connection with the Chemical Bulk Storage Upgrades at Various Town Parks, Phase IB, for Bluegrass Lane, Carman Avenue and the East Village Green, NY in the amount of \$428,284.97 be accepted subject to the execution of a contract by it; and

Item #

19

Case #

16905

BE IT FURTHER

RESOLVED, that upon execution of the contract by the successful bidder and the submission of the required performance bond and insurance and the approval thereof by the Town Attorney, the Commissioner of the Department of Parks and Recreation be and hereby is authorized to execute the said contract on behalf of the Town of Hempstead; and

BE IT FURTHER

RESOLVED, that the bidder's performance bond and insurance when approved by the Town Attorney as to form, be filed in the Town Clerk's office with the contract; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to make payments under the contract executed by the successful bidder from TOH account number 7A42-509-7A42-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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 # 20
Case # 30203

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING FORMAL BID NO. 18A-2019 FOR THE DEMOLITION AND REMOVAL OF A TWO STORY WOOD FRAME MIXED USE BUILDING WITH DETACHED TWO CAR GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE EAST SIDE OF UNIONDALE AVENUE, 50 FEET SOUTH OF JAFFA AVENUE, SECTION 50, BLOCK 307 AND LOT (S) 153, A/K/A 615 UNIONDALE AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK. APPROVED BY TOWN BOARD RESOLUTION NO 371-2018, ADOPTED MARCH 20, 2018, AUTHORIZING THE DEMOLITION AND REMOVAL OF A TWO STORY WOOD FRAME MIXED USE BUILDING WITH DETACHED TWO CAR GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM THE SITE.

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Building Department, advertised a public bid for the demolition and removal of unsafe structure located at 615 Uniondale Avenue, Uniondale, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the following bids were received on September 25, 2019, and referred to the Building Department for review:

No.	Name & Address of Bidder	Bid Proposal Amount
1.	TucciMar Inc. 46 Vanderburgh Avenue Larchmont, New York 10538	\$71,783.00
2.	B & A Commerical Inc. 70 New Street Oceanside, New York 11572	\$101,966.00
3.	Watral Brothers 45 South 45 th Street Bayshore, New York 11706	\$109,000.00
4.	A-1 Construction. 2468 N. Jerusalem Road, Suite #1 Bellmore, New York 11710	\$160,000.00

WHEREAS, The Commissioner of the Building Department recommends said bid TucciMar Inc., 46 Vanderburgh Avenue, Larchmont, New York 10538, as in the best interest of the Town of Hempstead and;

WHEREAS, TucciMar Inc., 46 Vanderburgh Avenue, Larchmont, New York 10538, was selected on November 12, 2019.

NOW THEREFORE, BE IT

RESOLVED, that Formal Bid #18A-2019 for the demolition and removal of the two story wood frame mixed use building with detached two car garage and removal of all litter and debris from premises, located on the East Side of Uniondale Avenue, 50 feet South of Jaffa Avenue, Sec. 50, Block 307 and Lot(s) 153, A/K/A 615 Uniondale Avenue, Uniondale, Town of Hempstead, is hereby awarded to TucciMar Inc., 46 Vanderburgh Avenue, Larchmont, New York 10538, with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 21
Case # 6542

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF THE BID OF
EAGLE CONTROL CORPORATION FOR INSPECTION & REPAIR
OF PUMPING EQUIPMENT AT WELLS, CONTRACT #103-2019

WHEREAS, the Purchasing Division of the Town of Hempstead on behalf of the Department of Water duly advertised for bids for Inspection & Repair of Pumping Equipment at Wells, Contract #103-2019; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Purchasing Division on October 11, 2019; and

WHEREAS, the following bids were received and referred to the Commissioner of the Department of Water for examination and report:

Bidder: Eagle Control Corporation
Total Comparative Bid: \$666,500.00

Bidder: Delta Well & Pump Co., Inc.
Total Comparative Bid: \$1,536,100.00 ;and

WHEREAS, after a review of the bids, the Commissioner of the Department of Water has recommended that the Contract be awarded to Eagle Control Corporation as the lowest comparative bidder with a total amount of all work not to exceed the amount of \$100,000.00 annually as specified in the bid documents; and

WHEREAS, consistent with the Commissioner of the Department of Water's recommendation, the Town Board authorizes the award of the Contract to Eagle Control Corporation.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards the Contract to Eagle Control Corporation, 23 Old Dock Road, Yaphank, NY 11980, as the lowest responsible bidder; and BE IT FURTHER

RESOLVED, that this contract may be extended for a period of one (1) year, up to a maximum of two (2) additional one (1) year extensions to be made upon mutual agreement between the Division of Purchasing and the successful company; and BE IT FURTHER

RESOLVED, that the Comptroller of the Town of Hempstead be and hereby is authorized and directed to make payments not to exceed \$100,000.00 annually in accordance with the Contract executed by Eagle Control Corporation, Inc. from the Department of Water's appropriate capital outlay and/or capital project account.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

22

Case #

22356

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF THE BID OF HINCK ELECTRICAL CONTRACTOR, INC. FOR ELECTRICAL SERVICE & MAINTENANCE OF WATER DEPARTMENT FACILITIES, CONTRACT #105-2019

WHEREAS, the Purchasing Division of the Town of Hempstead on behalf of the Department of Water duly advertised for bids for Electrical Service & Maintenance of Water Department Facilities, Contract #105-2019; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Purchasing Division on October 17, 2019; and

WHEREAS, the following bids were received and referred to the Commissioner of the Department of Water for examination and report:

Bidder:	Hinck Electrical Contractor, Inc.
Normal Business Hours:	\$125.00/per hour
Nights, Weekends & Holidays	\$135.00/per hour:

Bidder:	Palace Electrical Contractors
Normal Business Hours:	\$127.00/per hour
Nights, Weekends & Holidays	\$210.00/ per hour ;and

WHEREAS, after a review of the bids, the Commissioner of the Department of Water has recommended that the Contract be awarded to Hinck Electrical Contractor, Inc. as the lowest responsible bidder with a bid amount of \$125.00/per hour for normal business hours and \$135.00/per hour for nights, weekends and holidays with a total amount of all work not to exceed the amount of \$50,000.00; and

WHEREAS, consistent with the Commissioner of the Department of Water's recommendation, the Town Board authorizes the award of the Contract to Hinck Electrical Contractor, Inc.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards the Contract to Hinck Electrical Contractor, Inc., 75 Orville Drive, Bohemia, New York 11716, as the lowest responsible bidder; and BE IT FURTHER

RESOLVED, that this contract may be extended for a period of one (1) year, up to a maximum of two (2) additional one (1) year extensions to be made upon mutual agreement between the Division of Purchasing and the successful company; and BE IT FURTHER

RESOLVED, that the Comptroller of the Town of Hempstead be and hereby is authorized and directed to make payments not to exceed \$50,000.00 in accordance with the Contract executed by Hinck Electrical Contractor, Inc. from the Department of Water's appropriate capital outlay and/or capital project account.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

23

Case #

22356

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 #

24

Case #

28692

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE CONTINUATION OF
A MAINTENANCE AGREEMENT WITH
CGI TECHNOLOGIES AND SOLUTIONS, INC. ("CGI") FOR
THE TOWN'S LOCAL GOVERNMENT FINANCE SYSTEM (LGFS)

WHEREAS, the Town recently began operation of its financial software processing under an Enterprise Resource Planning System provided by Oracle; and

WHEREAS, in accordance with good industry practices, the Town wishes to run its legacy LGFS system parallel with its new Oracle system for a period of time to ensure the Town's financial operations are secure; and

WHEREAS, pursuant to an agreement dated December 28, 1987 with CGI Technologies and Solutions Inc., 7 Hanover Square, 7th Floor, New York, NY 10004 "CGI", the Town of Hempstead is licensee of the Local Government Financial System (LGFS); and

WHEREAS, under the term of said agreement, Amendment No. 1 authorized under Resolution Number: 1848-2017, and Amendment No. 2 authorized under Resolution Number: 785-2019, the Town of Hempstead has purchased licensing and maintenance services for said LGFS software; and

WHEREAS, the Town of Hempstead wishes to exercise an option to extend said maintenance services, as delineated in the agreement, for a term of January 1, 2020 through June 30, 2020 in an amount not to exceed One Hundred Three Thousand Six Hundred Twenty Dollars and Eighty Two Cents (\$103,620.82);

NOW, THEREFORE, BE IT

RESOLVED, that the Town Comptroller be and is hereby authorized to exercise the option to extend said maintenance services with CGI Technologies and Solutions Inc., 7 Hanover Square, 7th Floor, New York, NY 10004; and be it further

RESOLVED, that payment due and owing in an amount not to exceed One Hundred Three Thousand Six Hundred Twenty Dollars and Eighty Two Cents (\$103,620.82) be made and payed out of General Fund-Fees and Services Account No.: 010-012-9000-4151

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 25

Case # 6085

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION OF TOH CONTRACT#: 108-2018 FOR:
YEARLY REQUIREMENTS FOR:

CONCRETE, DIRT & ASPHALT REMOVAL AND
DISPOSAL

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract#: 108-2018, Yearly Requirements For: Concrete, Dirt & Asphalt Removal and
Disposal; and

WHEREAS,

Stasi General Contracting

was the successful bidder and was awarded a contract for the above referenced
services from November 27, 2018 to October 31, 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 November 1, 2020 to
October 31, 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#:
108-2018 , Yearly Requirements For: Concrete, Dirt & Asphalt Removal and Disposal
for a period of 11/01/2019 to 10/31/2020 to:

Stasi General Contracting , 11 Richard Street, Hicksville, NY 11801; 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 \$125,000 out of the Appropriate Departmental
Expense Account.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 26

Case # 17083

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING THE PROPOSAL OF ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR THE ANNUAL MAINTENANCE FOR SUPPORT SOFTWARE TO THE CUSTOMER SERVICE COMPUTER SOFTWARE PROGRAM AND ROUTESMART PROGRAM FOR THE DEPARTMENT OF SANITATION

WHEREAS, the Department of Sanitation maintains a computerized customer service system for the scheduling and routing of special pick-ups; and

WHEREAS, the Department of Sanitation also maintains the Routesmart programs which does the sanitation collection routing; and

WHEREAS, the ESRI software is an essential component for the above programs; and

WHEREAS, to that end ESRI, 380 New York Street, Redlands, CA has submitted a proposal for the annual maintenance of said software beginning January 1, 2020 and ending on December 31, 2020; and

WHEREAS, it would be in the public interest to accept this proposal and authorize this expenditure;

NOW THEREFORE, BE IT

RESOLVED, that the proposal of Environmental Systems Research Institute, Inc. (ESRI), 380 New York Street, Redlands, CA, for the annual maintenance of software that is used in conjunction with the Department of Sanitation's computerized customer service program and Routesmart program be and hereby is accepted; and

BE IT FURTHER,

RESOLVED, that payment in the amount of One Thousand and Two Hundred Dollars (\$1200.00) be made and paid out of the Sanitation Utility Fund Fees & Services Account #300-0006-81100-4151.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 27
Case # 9177

CASE NO. 461

RESOLUTION NO.

RESOLUTION RE: ACCEPTING MICHAEL GIANGREGORIO, 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 MICHAEL
GIANGREGORIO, 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 #

28

Case #

461

CASE NO. 693

RESOLUTION NO.

RESOLUTION RE: REMOVING CASEY SCIANDRA & MICHAEL JAGHAB FROM COMPANY ROLLS IN THE FRIENDSHIP ENGINE AND HOSE COMPANY, INC., MERRICK, NEW YORK.

ADOPTED:

offered the following resolution
and moved its adoption:

RESOLVED, that the action of FRIENDSHIP ENGINE AND HOSE COMPANY, INC., MERRICK, NEW YORK in removing CASEY SCIANDRA, residing at [REDACTED], Merrick, New York 11566 & MICHAEL JAGHAB, residing at 1265 Jerusalem Avenue, North Merrick, New York 11566 from the company rolls, be and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

29

Case #

693

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 #

30

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:

Council(wo)man
moved its adoption:

offered the following resolution and

**RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD
TO WAIVE THE ADOPTION FEES ON DOGS AND CATS DURING
"HOME FOR THE HOLIDAYS" NOVEMBER 16, 2019-JANUARY 5, 2020**

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

WHEREAS, the Town of Hempstead has designated free adoptions of shelter dogs
and cats for the time period November 16, 2019-January 5, 2020; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the fees for adoption be waived for all animals adopted from the
Town of Hempstead Animal Shelter for the time period November 16, 2019-January 5,
2020.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

31

Case #

21646

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF SENIOR ENRICHMENT TO CONTRACT WITH CERTAIN PARTIES FOR THE CONTINUATION OF SENIOR CITIZENS' PROGRAMS AT TOWN OF HEMPSTEAD SENIOR CENTERS, CLUBS, AND TOWN PARKS.

WHEREAS, this Town Board has provided funds in the 2020 Budget for the necessary expenses to continue and conduct senior citizens' programs at various senior centers, clubs, and town parks; and

WHEREAS, the Commissioner of the Department of Senior Enrichment has requested permission to contract with persons, groups, and vendors-relative to food and miscellaneous supplies, professional or contractual as may be necessary during the year for the proper conduct of said senior citizens' programs; and

WHEREAS, the fees proposed to be paid for services to be contracted are pursuant to Budget Code #010-004-6772-4797; and

WHEREAS, the continuation and conduct of said senior citizens' programs are in the public interest;

NOW, THEREFORE BE IT

RESOLVED, that the Commissioner of the Department of Senior Enrichment be and she is hereby authorized and directed to continue the senior citizens' programs, at various senior centers, clubs, and town parks by contracting such persons, groups, and vendors, professional or contractual as may be necessary to conduct the aforementioned programs, said fees to be paid pursuant to code #010-004-6772-4797.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 32

Case # 13441

CASE NO.

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved
its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE
DEPARTMENT OF SENIOR ENRICHMENT TO CONTINUE THE
RECREATION PROGRAM FOR THE ELDERLY IN THE TOWN
OF HEMPSTEAD.

WHEREAS, Chapter 675 of the laws of 1972 of the State of New
York, amending Article 19-J of the Executive Law, Office for the
Aging, permits municipalities to establish a recreation program for
the elderly; and;

WHEREAS, the Town Board did establish a recreation program for
the elderly in the Town of Hempstead by Resolution 2750-1967, and
did by Town Board Resolution continue said recreational program for
the elderly during the year 2019,

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead does hereby continue the
recreation program for the elderly; and

BE IT FURTHER RESOLVED, that the Commissioner of the
Department of Senior Enrichment, is authorized to retain vendors
for Dance, Drama, Sports, Arts and Crafts, Social Service, Art,
English, Sewing, Bridge, Computer, Language, Ceramics, Photography,
Sociology and Physical Education. The persons so engaged are to
receive the sum of \$30.00 to \$80.00 per session, the total cost of
which shall not exceed the sum of \$135,000.00 for the period from
January 1, 2020 to December 31, 2020; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department
of Senior Enrichment, is hereby authorized and directed to retain
Consultants, Health Care Professionals, Musicians, Center Aides,
Nutrition Aides, Custodial Services, Program Development Staff,
Directors and Assistant Directors of Senior citizens' clubs and
centers, the persons so engaged are to receive the sum of \$30.00
to \$150.00 per session, the total cost of which shall not exceed
the sum of \$90,000.00, for the period from January 1, 2020 to
December 31, 2020;

BE IT FURTHER RESOLVED, that the Commissioner of the
Department of Senior Enrichment be and she is hereby authorized and
directed to make payment of the amounts stated above upon receipt
of proper claim vouchers after the completion of said sessions,
and, payment is to be charged against the Department
of Senior Enrichment Code 010-004-6772-4151 Fees and Services.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

33

Case #

13441

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

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

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

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

LYNBROOK RESTORATIVE THERAPY & NURSING	\$ 150.00
MML SENIOR CARE, INC.	
D/B/A HOME INSTEAD SENIOR CARE	\$ 150.00

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

34

Case #

13441

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RATIFICATION AND AFFIRMATION OF
VARIOUS ARTIST ENGAGEMENT, HOLIDAY SHOW AND
TEACHER/LECTURER AGREEMENTS IN CONJUNCTION WITH THE
DEPARTMENT OF PARKS AND RECREATION FALL ACTIVITIES
PROGRAMMING

WHEREAS, the Town of Hempstead through its Department of Parks and Recreation hosts a wide variety of fitness classes, cultural arts classes, holiday shows for children and concerts each Fall season (collectively the "Town's 2019 Fall Activities Program"); and

WHEREAS in conjunction with the Town's 2019 Fall Activities Program, the Department of Parks and Recreation has previously entered into various Artist Engagement, Holiday Show, and Teacher/Lecturer Agreements each as more particularly identified on Schedule "A" attached hereto; and

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

WHEREAS, this Town Board finds that the ratification and affirmation of the Artist Engagement, Holiday Show and Teacher/Lecturer Agreements respectively identified on Schedule "A" in conjunction with the Town's 2019 Fall Activities Program is in the best interest of the Town.

NOW, THEREFORE, BE IT

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

BE IT FURTHER

RESOLVED, that the Comptroller be and hereby is authorized to make payments under the aforementioned various Artist Engagement, Holiday Show and Teacher/Lecturer Agreements from Parks and Recreation Account numbers 400-0007-71100-4793 and 400-007-71100-4151, as applicable.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

35

Case #

29910

Case No.

RESOLUTION NO.

Adopted:

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

RESOLUTION RATIFYING THE ENTERING INTO AN AGREEMENT WITH AND AUTHORIZING PAYMENT TO CONNOISSEUR MEDIA OF LONG ISLAND, LLC FOR RADIO ADVERTISEMENT AND DISC JOCKEY APPEARANCE BY RADIO STATION WHLI TO PROMOTE THE 2019 SEASIDE SPECTACULAR COLLECTOR'S CAR SHOW

WHEREAS, on Saturday, September 14, 2019 the Town of Hempstead (the "Town") hosted the 14th Annual Seaside Spectacular Collector's Car Show (the "Event") to showcase the classic automobiles of town residents and other classic car owners across Long Island; and

WHEREAS, the Town deems it to be in the public interest to host recreational and cultural attractions of this magnitude and to promote and advertise them through various media outlets in an effort to increase awareness and heighten participation; and

WHEREAS, Connoisseur Media of Long Island, LLC and radio station WHLI agreed to promote the Event through radio advertisements and the appearance of a WHLI disc jockey; and

WHEREAS, the radio station WHLI performed the following services (the "Services") at the stated fees for promotion of the Event:

WHLI BROADCAST/ADVERTISING PACKAGE

- Minimum of Ten (10) 60 second commercials to run Tuesday, September 9th through Saturday, September 14th on WHLI
- Live disc jockey appearance from 11 a.m. to 1 p.m. to announce the car show
 - o Total package cost: \$600;

and

WHEREAS, this Board finds it in the best interest of the Town to ratify and confirm the entering into an agreement with and authorizing payment to Connoisseur Media of Long Island, LLC For Radio Advertisement and Disc Jockey Appearance By Radio station WHLI to promote the 2019 Seaside Spectacular Collector's Car Show;

NOW, THEREFORE , BE IT

RESOLVED, that, the Town Board hereby ratifies and confirms that certain agreement with Connoisseur Media of Long Island, LLC for radio advertisement and a disc jockey appearance by Radio Station WHLI to promote the 2019 Seaside Spectacular Collector's Car Show; and

BE IT FURTHER

RESOLVED that the Comptroller is hereby authorized to make payment for monies due and owing in conjunction with this agreement be made and payed out of Account No.:

AYES:

NAYES:

Item #

36

Case #

6473

CASE NO.

RESOLUTION NO.

Adopted:
Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN OFFER OF SPONSORSHIP FOR THE TOWN OF HEMPSTEAD 2019 CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, the sponsors has offered to sponsor the 2019 calendar with monetary donations for this project (the "Sponsorship"); and

WHEREAS, the Town received the following generous donations for the Town's 2019 Calendar (the "Sponsorship"); and

WHEREAS, such Sponsorship will include ad boxes in the calendar in a form as provided by the sponsor; and

NAME	SPONSORSHIP
Electrical Inspectors, Inc. 300 East Meadow Avenue East Meadow, NY 11554	\$2,000.00
Freeport Self Storage 73 East Merrick Road Freeport, NY 11520	\$2,500.00
Reynolds Towing & Marine Service 44 Maple Avenue Bay Shore, NY 11706	\$1250.00
Mount Sinai South Nassau One Healthy Way Oceanside, NY 11572	\$1,600.00
Molloy College 1000 Hempstead Avenue Rockville Centre, NY 11570	\$750.00
RMB Drafting Services, Inc. 308 East Meadow Avenue East Meadow, NY 11554	\$2,000.00
Cilento Pipeline Plumbing & Heating, Inc. 245 Merrick Road Oceanside, NY 11572	\$2,000.00
Covanta Energy, LLC 445 South Street Morristown, NJ 07960	\$2,400.00
Hofstra University 101 Hofstra Hall, Rm 202 Hempstead, NY 11549	\$1,700

WHEREAS, this Board wishes to accept the Sponsorships; and

NOW, THEREFORE, BE IT

RESOLVED, that this Board hereby gratefully accepts the donations and authorizes the Town Comptroller to deposit all monies into Other Government Income Account: 010-012-9000-1289

Item # 39

Case # 6473

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION DECLARING CERTAIN EQUIPMENT, IN THE DEPARTMENT OF INFORMATION & TECHNOLOGY, OBSOLETE AND AUTHORIZING DISPOSAL THEREOF.

WHEREAS, the Commissioner of Information & Technology (the "Commissioner") has advised the Town Board that certain equipment used by the Department on behalf of the Town Of Hempstead (the "Town") has become obsolete, of little value and is no longer serviceable for its original purpose; and

WHEREAS, the Commissioner recommends that the following equipment should be declared obsolete and be disposed of:

<u>Category</u>	<u>Brand</u>	<u>Tag</u>	<u>Serial</u>	<u>Model</u>
Printer	HP	8404	vnb3n21510	cf278a
Printer	HP	toh2445it	cnrxg73033	q5401a
PC	HP	4915	2ua1110xcm	at496av
PC	Apple	toh3401it	d25gq14kdhw	imac 27-inch
Printer	Brother	toh1150it	u61946e9j510316	hl-2170w
Printer	Brother	toh1115it	u61946e9j511393	hl-2170w
UPS	Emerson	None	171710324oaf3f3	gxt-1000mt120
Monitor	HP	toh1725it	3cq8390sw8	L1750
Monitor	HP	toh2209it	6cm5341ctd	c9v73a
Monitor	HP	3099it	3cq7091619	m1f41aa
PC	HP	toh210it	2ua04124zv	at496av
PC	HP	toh3024it	2ua14414sr	at496av
PC	HP	toh3129it	2ua015043t	at496av
PC	HP	toh240it	2ua6120cxq	pm215av
Printer	HP	toh324it	vnb3k0011	cf285a
Printer	HP	toh2832it	cn17k331p0	cn555a
Scanner	HP	toh3074it	cn729b6032	shngd-1401-00
Scanner	HP	8038	cn64ssr139	fclsd-0406
Scanner	HP	toh3340it	cn77qb6023	shngd-1401-00
Scanner	HP	none	cn729b6035	shngd-1401-01
Scanner	HP	none	cn77qb60it	shngd-1401-02
Scanner	HP	toh3390it	cn729b602y	shngd-1401-03
Monitor	HP CRT	1636	cnn6103xn9	cf997a
Printer	Lexmark	toh480it	8907w2y	4500-213
Printer	Lexmark	toh392it	11-hvh16	4059-185
Printer	Xerox	toh2497it	wphj053654	3500
Printer	Xerox	toh2488it	wph053494	3500
UPS	Emerson	none	gxt3-1000mt120	1406603475af3f3
Fax	Brother	None	u61326e1n828867	fax2920
Monitor	HP CRT	6026	cnn6071kb2	pf997a
Monitor	HP CRT	6361	cnn7050042	pf997a
Printer	Lexmark	393	991yyfp	400-210
Printer	Lexmark	447	2500852	4045-001

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Case # 14301

Printer	Lexmark	275	2500850	4045-001
All in one Printer	Brother	8149	u61506j8j762907	dcp-8060
PC	HP	toh376it	2ua0090v97	kp721av
Monitor	ELO	none	d12l111307	et1715l
Monitor	ELO	toh3369it	l16c019053	e179069
PC	HP	toh1419it	2ua00204wc	kp721av
Printer	Lexmark	248	b8bf41	11-kzc50
PC	IBM	1527	kag394g	6792-22u
Monitor	HP	toh585it	cnc317q6lp	la2006x
UPS	Emerson	10162	1235203705AF3F3	liebert gxt3
Monitor	HP	none	cnc228rsjd	em890a
Monitor	HP	toh2712it	cnc228rsjh	em890a
Monitor	HP	toh1736it	cnc228rsj6	em890a
Monitor	HP	toh1887it	cnc228rsnw	em890a
Monitor	HP	toh3050it	cnc228rt1g	em890a
Monitor	HP	7073	cnc2284sjt	em890a
Monitor	HP	7020	cnc228rt2b	em890a
Monitor	HP	6532	cnd8121sl6	gf904a
Monitor	HP	toh1026it	cnc228rsl4	em890a
Monitor	HP	toh1689it	cnc816rv7s	gf904a
Monitor	HP	toh394it	cnc228rt2s	em890a
Monitor	HP	toh1001it	cnc228rt20	em890a
Monitor	HP	7032	cnc228rt28	em890a
Monitor	HP	toh1187it	3cq8390sw2	L1750
Monitor	HP	toh1099it	cnc228rshn	em890a
Monitor	HP	toh1354it	cnk9040msz	L1950g
Monitor	HP	toh1298it	3cq8390tjw	L1750
Monitor	HP	toh1045it	cnc228rskm	em890a
Monitor	HP	toh1729it	3cq9374ny6	L1750
Monitor	HP	toh1835it	cnc228rsjl	em890a
Monitor	HP	toh1853it	3cq8390tj4	L1750
Monitor	HP	toh3278it	cnc00115r9	nm360a
Monitor	HP	toh2165it	6cm5341h6x	c9v73a
Monitor	HP	toh2694IT	cnd8121s69	L1750
IMAC	APPLE	4461	w872908yvgp	IMAC 24 inch
IMAC	APPLE	TOH3265IT	qp7140E2vgp	IMAC 24 inch
IMAC	APPLE	4462	qp7140fdvgp	IMAC 24 inch
UPS	Emerson	none	1218703230af3f3	gxt3-1000mt120
UPS	Emerson	none	1406603475af3f3	gxt3-1000mt120
UPS	Emerson	10103	09266r2014af053	gxt2-1500rt120
Printer	HP	toh1359it	cnc91m0br	cc469a
Monitor	HP	toh2884	3cq8390tj6	L1750

(collectively, the "Equipment"); and

WHEREAS, upon the recommendation of the Commissioner, this Board finds that it is in the best interest of the Town to declare the Equipment obsolete and authorize its disposal.

NOW, THEREFORE, BE IT

RESOLVED, that the Equipment is hereby declared obsolete in its primary function in the Department of Information & Technology, and its disposal by the Commissioner is hereby authorized; and be it further

RESOLVED, that the Director of the Purchasing department be hereby authorized to advertise for bids for the sale and disposal of said Equipment; and

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING THE PROPOSAL OF P.W. GROSSER CONSULTING ENGINEER & HYDROGEOLOGIST, P.C. AND AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF WATER TO EXECUTE A CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO TREATMENT SYSTEM DESIGN AND RELATED UPGRADES FOR 1,4 DIOXANE TREATMENT EAST MEADOW WELLS 1 AND 3, EAST MEADOW WATER DISTRICT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, The East Meadow Water District (the District) maintains a number of wells throughout its system; and

WHEREAS, during testing mandated under the UCMR3 testing requirements and confirmed by follow-up testing Well 1 and 3 in the District were found to contain levels of 1,4 Dioxane at or near levels which exceed the proposed New York State Water Quality Regulations for this compound; and

WHEREAS, the Commissioner of the Department of Water (the Commissioner) has determined that it is prudent to solicit the services of a consulting engineering firm to review upgradient water quality and review environmental records relating to the same, establish the best alternative for remediation, prepare the necessary pilot testing, design report and plans for submission to the Nassau County Department of Health, prepare bid documents and provide design services during construction for treatment at Wells 1 and 3 as well as design necessary site electrical improvements to support the treatment systems; and

WHEREAS, in response to a request for proposals to firms previously qualified under RFQ #6-2019 for design services issued earlier in 2019 by the Commissioner and publicly advertised, five proposals were received and reviewed by the Department of Water; and

WHEREAS, upon review, it was determined that the firm of P.W. Grosser Consulting Engineer and Hydrogeologist, P.C. provided the most responsive proposal and exhibits the necessary qualifications and experience to successfully perform the tasks outlined in the Request for Proposals; and

WHEREAS, P.W. Grosser Consulting Engineer and Hydrogeologist, P. C. in their proposal dated October 11, 2019 agrees to perform the required tasks for an amount not to exceed \$460,000.00 (four hundred sixty thousand dollars); and

WHEREAS, the Commissioner deems such services to be necessary and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Water is hereby authorized to execute an agreement for consulting services accepting the proposal of P.W. Grosser Consulting Engineer and Hydrogeologist, P.C. with offices at 630 Johnson Avenue, Suite 7, Bohemia, New York 11716 to perform said consulting services, as well as any other necessary services as submitted in their proposal of October 11, 2019, and

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Case #

30139

BE IT FURTHER RESOLVED that the Comptroller of the Town of Hempstead be and hereby is authorized and directed to make payment of fees for such consulting services in accordance with the terms of the aforementioned proposal, such fees to be paid from and charged against the East Meadow Water District Account 8656-507-8656-5010 in the amount of \$460,000.00 (four hundred sixty thousand dollars);

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

AGREEMENT FOR CONSULTING ENGINEER

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **P.W. Grosser Consulting Engineer and Hydrogeologist, P.C.** having their principal office at 630 Johnson Avenue, Suite 7, Bohemia, New York 11716 hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

WHEREAS, the Town Department of Water deems it desirable and necessary to obtain the services of a consulting engineer to provide services related to Treatment System Design and Related Upgrades for 1,4 Dioxane Treatment, East Meadow Wells 1 and 3 for it's East Meadow Water District; and

WHEREAS, in response to a Request for Proposals issued by the Department of Water to those firms previously qualified on Town Board Resolution 915-2019 the Consultant herein submitted a proposal for these services on October 11, 2019 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

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

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. Subject to the direction and control of the Commissioner of Water of the Town, the Consultant agrees to perform the following work:

I. REVIEW OF WATER QUALITY AND POTENTIAL SOURCES

The Consultant shall:

- Review historical water quality data (wells 1 and 3).
- Review of current water quality data of any offsite monitoring well data which may be available through various sources as well as any other available data and provide a prediction of probable future water quality trends.
- Review NYSDEC spills database.
- Review UCMR data.
- Based on data gathered, identify any potential or probable sources of the 1,4 dioxane in wells 1 and 3.

II. PRELIMINARY DESIGN – DESIGN/ENGINEERING REPORT

The Consultant shall:

- Develop specifications for, solicit proposals, recommend a service provider, supervise service delivery, review results and prepare a report of findings for a pilot test for treatment alternatives for 1,4 dioxane removal and summarize all findings and assumptions in basis of design reports for submission to the appropriate agencies for review and approval.
- document their findings in a detailed report and prepare a preliminary design
- Development of a design report for submission to NCDOH
- Analyze existing electrical loads and proposed electrical loads for wells 1 and 3 and design improvements as needed to meet the proposed treatment system requirements.
- Preliminary design shall contain multiple process flow diagrams, sample floor and site plans to identify the scope and scale of potential treatment options.
- Report shall include preliminary cost opinions to compare approaches.
- Engineering report shall identify the history of the water supply, the site, the well and potential water quality drivers.
- Report shall summarize the options considered to treat the well and shall provide design parameters for the final design along with a cost opinion for construction.
- Preliminary Design of the proposed improvements including any site reconfiguration which may be necessary to install the necessary improvements.
- Prepare all paperwork for submission of WIIA grant application should funding opportunities become available.

III. SITE INVESTIGATIONS/SURVEY

The Consultant shall visit the existing facility and collect relevant constructed information. Work included under this task shall include:

- Review the existing electrical services.
- Topographic survey for the work locations of existing conditions including site utilities.
- Soliciting and coordinating the services of a private utility location service as required to perform on-site utility markout for public and consumer owned infrastructure..

IV. FINAL DESIGN DEVELOPMENT

Final design of improvements shall be prepared including:

- Final Design of the proposed improvements addressing Department of Water, NCDOH and NYSDOH comments.
- Prepare documents for submission to required agencies for permitting (i.e. NYSDEC, NCFM, NCDOH, NYSDOH, NCDPW) as required.
- Perform constructability analysis (QA/QC) for all proposed improvements.

- Finalize treatment schemes and layouts with Department of Water
- Review electrical feed data with Department of Water and determine final design scheme and layout including future loads
- Review final generator design criteria and loads and determine appropriate location of installation
- Review department needs and requirements for incorporation of existing installations and new installations into the Departments new SCADA system.
- Meet with the Department of Water to review comments of 30%, 60% and 90% design submissions and address Department of Water comments.
- Provide engineers estimates at critical points of design process.

V. OBTAINING AGENCY APPROVALS (PERMITS FOR APPROVALS)

The Consultant shall prepare all reports, plans and complete all applications necessary for obtaining permits and approvals from the Nassau County Department of Health. Work under this task shall include but not be limited to preparation and submission of the following permits:

- 348 permit – Construction or modification of a drinking water facility
- 347 – Backflow prevention installation submissions
- Article XI submission
- Diesel generator fuel storage
- Preparation of SEQR application (anticipated Type II action)

VI. BIDDING SUPPORT

Once all approvals are obtained from all relevant regulatory agencies, the Consultant shall:

- Prepare final construction drawings for bidding purposes
- Prepare final specification for all work items to be performed
- Compile all specifications and relevant information into the necessary number of bid documents utilizing Town of Hempstead standard bid document format
- Prepare a final engineers estimate for each contract and provide same to the Department of Water for their use.
- Once finalized, provide the Department of Water thirty (30) bid books per contract and thirty (30) sets of full size (24"x36") plans for each contract for bidding purposes.
- During the bidding phase, the Consultant shall answer all questions from prospective bidders relevant to the project design.
- Consultant shall prepare any addenda necessary from issues arising during the bidding process.
- After receipt of bids by the Town, the Consultant shall review all submitted and accepted bids, review bidder qualifications, check references, compile a bid comparison and provide a letters of recommendation for awarding the necessary contracts

VII. DESIGN SERVICES DURING CONSTRUCTION

Work under this task shall include:

- answering periodic requests for information and/or clarification from the contractor during construction
- attendance at preconstruction meeting
- shop drawing and submittal review
- attendance at periodic progress meetings
- as required provide certification for completion of work for NCDOH.

VIII. COORDINATION OF PROJECT STARTUP

Consultant shall prepare a completed work approval application and submit it along with the necessary water quality and as-built drawings to Nassau County Department of Health, attend a county walk through review of the project for acceptance.

In addition to those tasks outlined above the consultant shall perform all services and tasks as outlined in their above referenced proposal.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services listed above in accordance with the following schedule:

Study and Design Report Preparation	\$ 115,000.00
Design and Bidding Support	\$ 285,000.00
Design Services During Construction	\$ 60,000.00
Total Amount not-to-exceed	<u>\$ 460,000.00</u>

The Consultant shall be compensated based on submitted actual work effort as documented on submitted time sheets accompanying claims for partial payments, however the amount paid shall not exceed the total engineering costs above. All claims for pass through and reimbursable expenses shall be submitted to the Department of Water with no mark-up or claims for overhead and profit on the part of the consultant.

It is understood and agreed that the Town reserves the right to progress in such sequence and manner as it deems desirable.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and of the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the consultant's negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

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

The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

Since it is intended to secure the personal services of

**P.W. Grosser Consulting Engineer and Hydrogeologist, P.C.
630 Johnson Ave, Suite 7
Bohemia, New York 11716**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Water of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this contract. To prevent all disputes and litigation, the Commissioner of Water shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

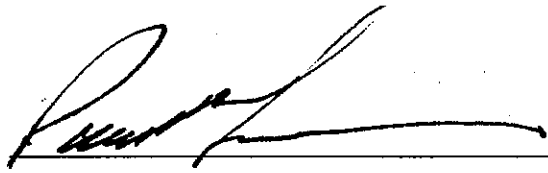
The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the contract. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services

to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By: _____
John L. Reinhardt, III
Commissioner, Department of Water

By:  _____
P.W. Grosser
Consulting Engineer and Hydrogeologist, P.C.,

Form Approved:

_____ Date: _____
Joseph J. Ra
Town Attorney

Approved:

_____ Date _____
Dominick Longobardi
Acting Town Comptroller

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

On this _____ day of _____, 201__ before me personally came JOHN L. REINHARDT, III of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that she resides at _____

that he is the COMMISSIONER of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, the corporation described in and which executed the above contract; that he knows the corporate seal of said corporation; that the seal affixed to said contract is such corporate seal; that it was so affixed by order of the TOWN BOARD of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and that by like order HE thereunto signed his name and official designation.

Notary Public, State of New York

STATE OF NEW YORK)

)s.:

COUNTY OF ~~NASSAU~~
Suffolk

On this 2nd day of December, 2019 before me personally came Paul W. GROSSER to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 207 Greene Avenue Sayville NY 11782 and that he is the Executive Chairman of the P.W. GROSSER Consulting Engineer + Hydrogeologist P.C. 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 seal; that it was so affixed by order said Paul W. GROSSER, and that he signed his name thereto by like order.

Brianne Phillips

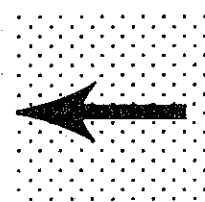
Notary Public, State of New York

APPROVED AS TO CONTENT

COMMISSIONER
WATER DEPARTMENT

DATE 12/2/19

BRIANNE PHILLIPS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01PH6383813
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES NOVEMBER 26, 2022



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING THE PROPOSAL OF H2M ARCHITECTS + ENGINEERS AND AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF WATER TO EXECUTE A CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO TREATMENT SYSTEM DESIGN AND RELATED UPGRADES FOR 1,4 DIOXANE TREATMENT AND NITRATE REMOVAL DESIGN, LEVITTOWN WELLS 1A AND 2A, LEVITTOWN WATER DISTRICT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, The Levittown Water District (the District) maintains a number of wells throughout its system; and

WHEREAS, during testing mandated under the UCMR3 testing requirements and confirmed by follow-up testing Wells 1A and 2A in the District were found to contain levels of 1,4 Dioxane at or near levels which exceed the proposed New York State Water Quality Regulations for this compound in addition to increasing levels of nitrates; and

WHEREAS, the Commissioner of the Department of Water (the Commissioner) has determined that it is prudent to solicit the services of a consulting engineering firm to review upgradient water quality and review environmental records relating to the same, establish the best alternative for remediation, prepare the necessary pilot testing, design report and plans for submission to the Nassau County Department of Health, prepare bid documents and provide design services during construction for treatment at Wells 1A and 2A as well as design necessary site electrical improvements to support the treatment systems; and

WHEREAS, in response to a request for proposals to firms previously qualified under RFQ #6-2019 for design services issued earlier in 2019 by the Commissioner and publicly advertised, five proposals were received and reviewed by the Department of Water; and

WHEREAS, upon review, it was determined that the firm of H2M Architects + Engineers provided the most responsive proposal and exhibits the necessary qualifications and experience to successfully perform the tasks outlined in the Request for Proposals; and

WHEREAS, H2M Architects + Engineers in their proposal dated October 11, 2019 agrees to perform the required tasks for an amount not to exceed \$529,000.00 (five hundred twenty nine thousand dollars); and

WHEREAS, the Commissioner deems such services to be necessary and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Water is hereby authorized to execute an agreement for consulting services accepting the proposal of H2M Architects + Engineers with offices at 538 Broad Hollow Road, 4th Floor East, Melville, New York 11747 to perform said consulting services, as well as any other necessary services as submitted in their proposal of October 11, 2019, and

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30139

BE IT FURTHER RESOLVED that the Comptroller of the Town of Hempstead be and hereby is authorized and directed to make payment of fees for such consulting services in accordance with the terms of the aforementioned proposal, such fees to be paid from and charged against the Levittown Water District Account 8657-507-8657-5010 in the amount of \$529,000.00 (five hundred twenty nine thousand dollars);

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**AGREEMENT
FOR CONSULTING ENGINEER**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **H2M architects + engineers** having their principal office at 538 Broad Hollow Road, Melville, New York 11747 hereinafter referred to as the "CONSULTANT"
WITNESSETH:

WHEREAS, the Town Department of Water deems it desirable and necessary to obtain the services of a consulting engineer to provide services related to Treatment System, Design and Related Upgrades for 1,4 Dioxane Treatment and Nitrate Removal Design, Levittown Wells 1A and 2A for it's Levittown Water District; and

WHEREAS, in response to a Request for Proposals issued by the Department of Water to those firms previously qualified on Town Board Resolution 915-2019 the Consultant herein submitted a proposal for these services on October 11, 2019 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

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

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. Subject to the direction and control of the Commissioner of Water of the Town, the Consultant agrees to perform the following work:

I. REVIEW OF WATER QUALITY AND POTENTIAL SOURCES

The Consultant shall:

- Review historical water quality data(well 1A and 2A).
- Review of current water quality data of any offsite monitoring well data which may be available through various sources as well as any other available data and provide a prediction of probable future water quality trends.
- Review NYSDEC spills database.
- Review UCMR data.
- Based on data gathered, identify any potential or probable sources of the 1,4 dioxane and EDB contamination in wells 1A and 2A.

II. PRELIMINARY DESIGN – DESIGN/ENGINEERING REPORT

The Consultant shall:

- Develop specifications for, solicit proposals, recommend a service provider, supervise service delivery, review results and prepare a report of findings for a pilot test for treatment alternatives for 1,4 dioxane removal and nitrate removal and summarize all findings and assumptions in basis of design reports for submission to the appropriate agencies for review and approval.
- document their findings in a detailed report and prepare a preliminary design
- Development of a design report for submission to NCDOH
- Analyze existing electrical loads and proposed electrical loads for wells 1A and 2A and design improvements as needed to meet the proposed treatment system requirements.
- Preliminary design shall contain multiple process flow diagrams, sample floor and site plans to identify the scope and scale of potential treatment options.
- Report shall include preliminary cost opinions to compare approaches.
- Engineering report shall identify the history of the water supply, the site, the well and potential water quality drivers.
- Report shall summarize the options considered to treat the well and shall provide design parameters for the final design along with a cost opinion for construction.
- Preliminary Design of the proposed improvements including any site reconfiguration which may be necessary to install the necessary improvements.
- Prepare all paperwork for submission of WIIA grant application should funding opportunities become available.

III. SITE INVESTIGATIONS/SURVEY

The Consultant shall visit the existing facility and collect relevant constructed information. Work included under this task shall include:

- Review the existing electrical services.
- Topographic survey for the work locations of existing conditions including site utilities.
- Soliciting and coordinating the services of a private utility location service as required to perform on-site utility markout for public and consumer owned infrastructure..

IV FINAL DESIGN DEVELOPMENT

Final design of improvements shall be prepared including:

- Final Design of the proposed improvements addressing Department of Water, NCDOH and NYSDOH comments.
- Prepare documents for submission to required agencies for permitting (i.e. NYSDEC, NCFM, NCDOH, NYSDOH, NCDPW) as required.
- Perform constructability analysis (QA/QC) for all proposed improvements.
- Finalize treatment schemes and layouts with Department of Water
- Review electrical feed data with Department of Water and determine final design scheme and layout including future loads

- Review final generator design criteria and loads and determine appropriate location of installation
- Review department needs and requirements for SCADA design
- Meet with the Department of Water to review comments of 30%, 60% and 90% design submissions and address Department of Water comments.
- Provide engineers estimates at critical points of design process.

V. OBTAINING AGENCY APPROVALS (PERMITS FOR APPROVALS)

The Consultant shall prepare all reports, plans and complete all applications necessary for obtaining permits and approvals from the Nassau County Department of Health. Work under this task shall include but not be limited to preparation and submission of the following permits:

- 348 permit – Construction or modification of a drinking water facility
- 347 – Backflow prevention installation submissions
- Article XI submission
- Diesel generator fuel storage
- Preparation of SEQR application (anticipated Type II action)

VI. BIDDING SUPPORT

Once all approvals are obtained from all relevant regulatory agencies, the Consultant shall:

- Prepare final construction drawings for bidding purposes
- Prepare final specification for all work items to be performed
- Compile all specifications and relevant information into the necessary number of bid documents utilizing Town of Hemsstead standard bid document format
- Prepare a final engineers estimate for each contract and provide same to the Department of Water for their use.
- Once finalized, provide the Department of Water thirty (30) bid books per contract and thirty (30) sets of full size (24"x36") plans for each contract for bidding purposes.
- During the bidding phase, the Consultant shall answer all questions from prospective bidders relevant to the project design.
- Consultant shall prepare any addenda necessary from issues arising during the bidding process.
- After receipt of bids by the Town, the Consultant shall review all submitted and accepted bids, review bidder qualifications, check references, compile a bid comparison and provide a letters of recommendation for awarding the necessary contracts

VII. DESIGN SERVICES DURING CONSTRUCTION

Work under this task shall include:

- answering periodic requests for information and/or clarification from the contractor during construction
- attendance at preconstruction meeting
- shop drawing and submittal review
- attendance at periodic progress meetings
- as required provide certification for completion of work for NCDOH.

VIII. COORDINATION OF PROJECT STARTUP

Consultant shall prepare a completed work approval application and submit it along with the necessary water quality and as-built drawings to Nassau County Department of Health, attend a county walk through review of the project for acceptance.

In addition to those tasks outlined above the consultant shall perform all services and tasks as outlined in their above referenced proposal.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services listed above in accordance with the following schedule:

Study and Design Report Preparation	\$ 194,500.00
Design and Bidding Support	\$ 231,000.00
Design Services During Construction	\$ 103,500.00
Total Amount not-to-exceed	<u>\$ 529,000.00</u>

The Consultant shall be compensated based on submitted actual work effort as documented on submitted time sheets accompanying claims for partial payments, however the amount paid shall not exceed the total engineering costs above. All claims for pass through and reimbursable expenses shall be submitted to the Department of Water with no mark-up or claims for overhead and profit on the part of the consultant.

It is understood and agreed that the Town reserves the right to progress in such sequence and manner as it deems desirable.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and of the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the consultant's negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to

insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

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

The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

Since it is intended to secure the personal services of

**H2M architects + engineers
538 Broad Hollow Road, 4th Floor East
Melville, New York 11747**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

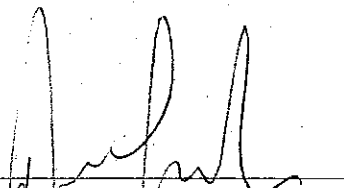
The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Water of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this contract. To prevent all disputes and litigation, the Commissioner of Water shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the contract. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By: _____
John L. Reinhardt, III
Commissioner, Department of Water

By: 
VICE PRESIDENT
H2M architects + engineers

Form Approved:

_____ Date: _____
Joseph J. Ra
Town Attorney

Approved:

_____ Date _____
Dominick Longobardi
Acting Town Comptroller

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

On this _____ day of _____, 201__ before me personally came JOHN L. REINHARDT, III of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that she resides at _____ that he is the COMMISSIONER of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, the corporation described in and which executed the above contract; that he knows the corporate seal of said corporation; that the seal affixed to said contract is such corporate seal; that it was so affixed by order of the TOWN BOARD of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and that by like order HE thereunto signed his name and official designation.

Notary Public, State of New York

STATE OF NEW YORK)

)s.:

COUNTY OF NASSAU)

On this 27th day of November, 2019 before me personally came JAMES L. NERI to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 9 Ames Place to Huntington, NY 11746 and that he is the Vice President of the H2M architects + interior described in and which executed the foregoing instrument; that he knows the seal of said _____, that the seal affixed to said instrument is such seal; that it was so affixed by order said _____, and that he signed his name thereto by like order.

Josephine A. Cuggino

Notary Public, State of New York
JOSEPHINE A. CUGGINO
Notary Public - State of New York
No. 01CU6316397
Qualified in Suffolk County
My Comm. Expires Dec. 15, 2022

APPROVED AS TO CONTENT

[Signature]
COMMISSIONER
WATER DEPARTMENT

DATE 12/2/19

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING THE PROPOSAL OF H2M ARCHITECTS + ENGINEERS AND AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF WATER TO EXECUTE A CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO TREATMENT SYSTEM DESIGN AND RELATED UPGRADES FOR 1,4 DIOXANE TREATMENT DESIGN, LEVITTOWN WELLS 5A AND 6B LEVITTOWN WATER DISTRICT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, The Levittown Water District (the District) maintains a number of wells throughout its system; and

WHEREAS, during testing mandated under the UCMR3 testing requirements and confirmed by follow-up testing Wells 5A and 6B in the District were found to contain levels of 1,4 Dioxane at or near levels which exceed the proposed New York State Water Quality Regulations for this compound; and

WHEREAS, the Commissioner of the Department of Water (the Commissioner) has determined that it is prudent to solicit the services of a consulting engineering firm to review upgradient water quality and review environmental records relating to the same, establish the best alternative for remediation, prepare the necessary pilot testing, design report and plans for submission to the Nassau County Department of Health, prepare bid documents and provide design services during construction for treatment at Wells 5A and 6B as well as design necessary site electrical improvements to support the treatment systems; and

WHEREAS, in response to a request for proposals to firms previously qualified under RFQ #6-2019 for design services issued earlier in 2019 by the Commissioner and publicly advertised, five proposals were received and reviewed by the Department of Water; and

WHEREAS, upon review, it was determined that the firm of H2M Architects + Engineers provided the most responsive proposal and exhibits the necessary qualifications and experience to successfully perform the tasks outlined in the Request for Proposals; and

WHEREAS, H2M Architects + Engineers in their proposal dated October 11, 2019 agrees to perform the required tasks for an amount not to exceed \$481,000.00 (four hundred eighty-one thousand dollars); and

WHEREAS, the Commissioner deems such services to be necessary and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Water is hereby authorized to execute an agreement for consulting services accepting the proposal of H2M Architects + Engineers with offices at 538 Broad Hollow Road, 4th Floor East, Melville, New York 11747 to perform said consulting services, as well as any other necessary services as submitted in their proposal of October 11, 2019, and

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30139

BE IT FURTHER RESOLVED that the Comptroller of the Town of Hempstead be and hereby is authorized and directed to make payment of fees for such consulting services in accordance with the terms of the aforementioned proposal, such fees to be paid from and charged against the Levittown Water District Account 8657-507-8657-5010 in the amount of \$481,000.00 (four hundred eighty-one thousand dollars);

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

AGREEMENT
FOR CONSULTING ENGINEER

THIS AGREEMENT, made this ____ day of _____, 20____, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **H2M architects + engineers** having their principal office at 538 Broad Hollow Road, Melville, New York 11747 hereinafter referred to as the "CONSULTANT"
WITNESSETH:

WHEREAS, the Town Department of Water deems it desirable and necessary to obtain the services of a consulting engineer to provide services related to Treatment System Design and Related Upgrades for 1,4 Dioxane Treatment, Levittown Wells 5A and 6B for it's Levittown Water District; and

WHEREAS, in response to a Request for Proposals issued by the Department of Water to those firms previously qualified on Town Board Resolution 915-2019 the Consultant herein submitted a proposal for these services on October 11, 2019 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

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

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. Subject to the direction and control of the Commissioner of Water of the Town, the Consultant agrees to perform the following work:

I. REVIEW OF WATER QUALITY AND POTENTIAL SOURCES

The Consultant shall:

- Review historical water quality data(wells 5A and 6B).
- Review of current water quality data of any offsite monitoring well data which may be available through various sources as well as any other available data and provide a prediction of probable future water quality trends.
- Review NYSDEC spills database.
- Review UCMR data.
- Based on data gathered, identify any potential or probable sources of the 1,4 dioxane in wells 5A and 6B.

II. PRELIMINARY DESIGN – DESIGN/ENGINEERING REPORT

The Consultant shall:

- Develop specifications for, solicit proposals, recommend a service provider, supervise service delivery, review results and prepare a report of findings for a pilot test for treatment alternatives for 1,4 dioxane removal and summarize all findings and assumptions in basis of design reports for submission to the appropriate agencies for review and approval.
- document their findings in a detailed report and prepare a preliminary design
- Development of a design report for submission to NCDOH
- Analyze existing electrical loads and proposed electrical loads for wells 5A and 6B and design improvements as needed to meet the proposed treatment system requirements.
- Preliminary design shall contain multiple process flow diagrams, sample floor and site plans to identify the scope and scale of potential treatment options.
- Report shall include preliminary cost opinions to compare approaches.
- Engineering report shall identify the history of the water supply, the site, the well and potential water quality drivers.
- Report shall summarize the options considered to treat the well and shall provide design parameters for the final design along with a cost opinion for construction.
- Preliminary Design of the proposed improvements including any site reconfiguration which may be necessary to install the necessary improvements.
- Prepare all paperwork for submission of WIIA grant application should funding opportunities become available.

III. SITE INVESTIGATIONS/SURVEY

The Consultant shall visit the existing facility and collect relevant constructed information. Work included under this task shall include:

- Review the existing electrical services.
- Topographic survey for the work locations of existing conditions including site utilities.
- Soliciting and coordinating the services of a private utility location service as required to perform on-site utility markout for public and consumer owned infrastructure..

IV FINAL DESIGN DEVELOPMENT

Final design of improvements shall be prepared including:

- Final Design of the proposed improvements addressing Department of Water, NCDOH and NYSDOH comments.
- Prepare documents for submission to required agencies for permitting (i.e. NYSDEC, NCFM, NCDOH, NYSDOH, NCDPW) as required.
- Perform constructability analysis (QA/QC) for all proposed improvements.
- Finalize treatment schemes and layouts with Department of Water
- Review electrical feed data with Department of Water and determine final design scheme and layout including future loads

- Review final generator design criteria and loads and determine appropriate location of installation
- Review department needs and requirements for incorporation of existing installations and new installations into the Departments new SCADA system.
- Meet with the Department of Water to review comments of 30%, 60% and 90% design submissions and address Department of Water comments.
- Provide engineers estimates at critical points of design process.

V. OBTAINING AGENCY APPROVALS (PERMITS FOR APPROVALS)

The Consultant shall prepare all reports, plans and complete all applications necessary for obtaining permits and approvals from the Nassau County Department of Health. Work under this task shall include but not be limited to preparation and submission of the following permits:

- 348 permit – Construction or modification of a drinking water facility
- 347 – Backflow prevention installation submissions
- Article XI submission
- Diesel generator fuel storage
- Preparation of SEQR application (anticipated Type II action)

VI. BIDDING SUPPORT

Once all approvals are obtained from all relevant regulatory agencies, the Consultant shall:

- Prepare final construction drawings for bidding purposes
- Prepare final specification for all work items to be performed
- Compile all specifications and relevant information into the necessary number of bid documents utilizing Town of Hempstead standard bid document format
- Prepare a final engineers estimate for each contract and provide same to the Department of Water for their use.
- Once finalized, provide the Department of Water thirty (30) bid books per contract and thirty (30) sets of full size (24"x36") plans for each contract for bidding purposes.
- During the bidding phase, the Consultant shall answer all questions from prospective bidders relevant to the project design.
- Consultant shall prepare any addenda necessary from issues arising during the bidding process.
- After receipt of bids by the Town, the Consultant shall review all submitted and accepted bids, review bidder qualifications, check references, compile a bid comparison and provide a letters of recommendation for awarding the necessary contracts

VII. DESIGN SERVICES DURING CONSTRUCTION

Work under this task shall include:

- answering periodic requests for information and/or clarification from the contractor during construction
- attendance at preconstruction meeting
- shop drawing and submittal review
- attendance at periodic progress meetings

- as required provide certification for completion of work for NCDOH.

VIII. COORDINATION OF PROJECT STARTUP

Consultant shall prepare a completed work approval application and submit it along with the necessary water quality and as-built drawings to Nassau County Department of Health, attend a county walk through review of the project for acceptance.

In addition to those tasks outlined above the consultant shall perform all services and tasks as outlined in their above referenced proposal.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services listed above in accordance with the following schedule:

Study and Design Report Preparation	\$ 194,500.00
Design and Bidding Support	\$ 197,000.00
Design Services During Construction	\$ 89,500.00
Total Amount not-to-exceed	<u>\$ 481,000.00</u>

The Consultant shall be compensated based on submitted actual work effort as documented on submitted time sheets accompanying claims for partial payments, however the amount paid shall not exceed the total engineering costs above. All claims for pass through and reimbursable expenses shall be submitted to the Department of Water with no mark-up or claims for overhead and profit on the part of the consultant.

It is understood and agreed that the Town reserves the right to progress in such sequence and manner as it deems desirable.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and of the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the consultant's negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

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

The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

Since it is intended to secure the personal services of

**H2M architects + engineers
538 Broad Hollow Road, 4th Floor East
Melville, New York 11747**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Water of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this contract. To prevent all disputes and litigation, the Commissioner of Water shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the contract. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

John L. Reinhardt, III
Commissioner, Department of Water

By:


VICE PRESIDENT
H2M architects + engineers

Form Approved:

Date: _____

Joseph J. Ra
Town Attorney

Approved:

Date: _____

Dominick Longobardi
Acting Town Comptroller

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

On this _____ day of _____, 201__ before me personally came JOHN L. REINHARDT, III of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that she resides at _____ that he is the COMMISSIONER of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, the corporation described in and which executed the above contract; that he knows the corporate seal of said corporation; that the seal affixed to said contract is such corporate seal; that it was so affixed by order of the TOWN BOARD of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and that by like order HE thereunto signed his name and official designation.

Notary Public, State of New York

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

On this 24th day of November, 2019 before me personally came JAMES L. NEW to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 9 Ames Place So Huntington Ny 11746 and that he is the Home architect + engineer of the Home architect + engineer described in and which executed the foregoing instrument; that he knows the seal of said Home architect + engineer, that the seal affixed to said instrument is such seal; that it was so affixed by order said Home architect + engineer, and that he signed his name thereto by like order.


Notary Public, State of New York

JOSEPHINE A. CUGGINO
Notary Public - State of New York
No. 01CU6316397
Qualified in Suffolk County
My Comm. Expires Dec. 15, 2022

APPROVED AS TO CONTENT


COMMISSIONER
WATER DEPARTMENT

DATE 12/2/19

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING THE PROPOSAL OF H2M ARCHITECTS + ENGINEERS AND AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF WATER TO EXECUTE A CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO TREATMENT SYSTEM DESIGN AND RELATED UPGRADES FOR 1,4 DIOXANE TREATMENT DESIGN, LEVITTOWN WELL 13, LEVITTOWN WATER DISTRICT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, The Levittown Water District (the District) maintains a number of wells throughout its system; and

WHEREAS, during testing mandated under the UCMR3 testing requirements and confirmed by follow-up testing Well 13 in the District were found to contain levels of 1,4 Dioxane at or near levels which exceed the proposed New York State Water Quality Regulations for this compound; and

WHEREAS, the Commissioner of the Department of Water (the Commissioner) has determined that it is prudent to solicit the services of a consulting engineering firm to review upgradient water quality and review environmental records relating to the same, establish the best alternative for remediation, prepare the necessary pilot testing, design report and plans for submission to the Nassau County Department of Health, prepare bid documents and provide design services during construction for treatment at Well 13 as well as design necessary site electrical improvements to support the treatment systems; and

WHEREAS, in response to a request for proposals to firms previously qualified under RFQ #6-2019 for design services issued earlier in 2019 by the Commissioner and publicly advertised, five proposals were received and reviewed by the Department of Water; and

WHEREAS, upon review, it was determined that the firm of H2M Architects + Engineers provided the most responsive proposal and exhibits the necessary qualifications and experience to successfully perform the tasks outlined in the Request for Proposals; and

WHEREAS, H2M Architects + Engineers in their proposal dated October 11, 2019 agrees to perform the required tasks for an amount not to exceed \$470,500.00 (four hundred seventy thousand five hundred dollars); and

WHEREAS, the Commissioner deems such services to be necessary and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Water is hereby authorized to execute an agreement for consulting services accepting the proposal of H2M Architects + Engineers with offices at 538 Broad Hollow Road, 4th Floor East, Melville, New York 11747 to perform said consulting services, as well as any other necessary services as submitted in their proposal of October 11, 2019, and

Item # 42

Case # 30139

BE IT FURTHER RESOLVED that the Comptroller of the Town of Hempstead be and hereby is authorized and directed to make payment of fees for such consulting services in accordance with the terms of the aforementioned proposal, such fees to be paid from and charged against the Levittown Water District Account 8657-507-8657-5010 in the amount of \$470,500.00 (four hundred seventy thousand five hundred dollars);

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**AGREEMENT
FOR CONSULTING ENGINEER**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **H2M architects + engineers** having their principal office at 538 Broad Hollow Road, Melville, New York 11747 hereinafter referred to as the "CONSULTANT"
WITNESSETH:

WHEREAS, the Town Department of Water deems it desirable and necessary to obtain the services of a consulting engineer to provide services related to Treatment System Design and Related Upgrades for 1,4 Dioxane Treatment, Levittown Well 13 for it's Levittown Water District; and

WHEREAS, in response to a Request for Proposals issued by the Department of Water to those firms previously qualified on Town Board Resolution 915-2019 the Consultant herein submitted a proposal for these services on October 11, 2019 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

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

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. Subject to the direction and control of the Commissioner of Water of the Town, the Consultant agrees to perform the following work:

I. REVIEW OF WATER QUALITY AND POTENTIAL SOURCES

The Consultant shall:

- Review historical water quality data(well 13).
- Review of current water quality data of any offsite monitoring well data which may be available through various sources as well as any other available data and provide a prediction of probable future water quality trends.
- Review NYSDEC spills database.
- Review UCMR data.
- Based on data gathered, identify any potential or probable sources of the 1,4 dioxane in wells 13.

II. PRELIMINARY DESIGN – DESIGN/ENGINEERING REPORT

The Consultant shall:

- Develop specifications for, solicit proposals, recommend a service provider, supervise service delivery, review results and prepare a report of findings for a pilot test for treatment alternatives for 1,4 dioxane removal and summarize all findings and assumptions in basis of design reports for submission to the appropriate agencies for review and approval.
- document their findings in a detailed report and prepare a preliminary design
- Development of a design report for submission to NCDOH
- Analyze existing electrical loads and proposed electrical loads for well 13 and design improvements as needed to meet the proposed treatment system requirements.
- Preliminary design shall contain multiple process flow diagrams, sample floor and site plans to identify the scope and scale of potential treatment options.
- Report shall include preliminary cost opinions to compare approaches.
- Engineering report shall identify the history of the water supply, the site, the well and potential water quality drivers.
- Report shall summarize the options considered to treat the well and shall provide design parameters for the final design along with a cost opinion for construction.
- Preliminary Design of the proposed improvements including any site reconfiguration which may be necessary to install the necessary improvements.
- Prepare all paperwork for submission of WIIA grant application should funding opportunities become available.

III. SITE INVESTIGATIONS/SURVEY

The Consultant shall visit the existing facility and collect relevant constructed information. Work included under this task shall include:

- Review the existing electrical services.
- Topographic survey for the work locations of existing conditions including site utilities.
- Soliciting and coordinating the services of a private utility location service as required to perform on-site utility markout for public and consumer owned infrastructure.
- Perform topographic survey and prepare metes and bounds descriptions and other supporting documents as need for the purposes of property acquisition; said acquisition may include preparation of documents necessary to obtain acquisition of parks land.

IV FINAL DESIGN DEVELOPMENT

Final design of improvements shall be prepared including:

- Final Design of the proposed improvements addressing Department of Water, NCDOH and NYSDOH comments.
- Prepare documents for submission to required agencies for permitting (i.e. NYSDEC, NCFM, NCDOH, NYSDOH, NCDPW) as required.
- Perform constructability analysis (QA/QC) for all proposed improvements.

- Finalize treatment schemes and layouts with Department of Water
- Review electrical feed data with Department of Water and determine final design scheme and layout including future loads
- Review final generator design criteria and loads and determine appropriate location of installation
- Review department needs and requirements for incorporation of existing installations and new installations into the Departments new SCADA system.
- Meet with the Department of Water to review comments of 30%, 60% and 90% design submissions and address Department of Water comments.
- Provide engineers estimates at critical points of design process.

V. OBTAINING AGENCY APPROVALS (PERMITS FOR APPROVALS)

The Consultant shall prepare all reports, plans and complete all applications necessary for obtaining permits and approvals from the Nassau County Department of Health. Work under this task shall include but not be limited to preparation and submission of the following permits:

- 348 permit – Construction or modification of a drinking water facility
- 347 – Backflow prevention installation submissions
- Article XI submission
- Diesel generator fuel storage
- Preparation of SEQR application (anticipated Type II action)

VI. BIDDING SUPPORT

Once all approvals are obtained from all relevant regulatory agencies, the Consultant shall:

- Prepare final construction drawings for bidding purposes
- Prepare final specification for all work items to be performed
- Compile all specifications and relevant information into the necessary number of bid documents utilizing Town of Hempstead standard bid document format
- Prepare a final engineers estimate for each contract and provide same to the Department of Water for their use.
- Once finalized, provide the Department of Water thirty (30) bid books per contract and thirty (30) sets of full size (24"x36") plans for each contract for bidding purposes.
- During the bidding phase, the Consultant shall answer all questions from prospective bidders relevant to the project design.
- Consultant shall prepare any addenda necessary from issues arising during the bidding process.
- After receipt of bids by the Town, the Consultant shall review all submitted and accepted bids, review bidder qualifications, check references, compile a bid comparison and provide a letters of recommendation for awarding the necessary contracts

VII. DESIGN SERVICES DURING CONSTRUCTION

Work under this task shall include:

- answering periodic requests for information and/or clarification from the contractor during construction

- attendance at preconstruction meeting
- shop drawing and submittal review
- attendance at periodic progress meetings
- as required provide certification for completion of work for NCDOH.

VIII. COORDINATION OF PROJECT STARTUP

Consultant shall prepare a completed work approval application and submit it along with the necessary water quality and as-built drawings to Nassau County Department of Health, attend a county walk through review of the project for acceptance.

In addition to those tasks outlined above the consultant shall perform all services and tasks as outlined in their above referenced proposal.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services listed above in accordance with the following schedule:

Study and Design Report Preparation	\$ 191,500.00
Design and Bidding Support	\$ 189,000.00
Design Services During Construction	\$ 90,000.00
Total Amount not-to-exceed	<u>\$ 470,500.00</u>

The Consultant shall be compensated based on submitted actual work effort as documented on submitted time sheets accompanying claims for partial payments, however the amount paid shall not exceed the total engineering costs above. All claims for pass through and reimbursable expenses shall be submitted to the Department of Water with no mark-up or claims for overhead and profit on the part of the consultant.

It is understood and agreed that the Town reserves the right to progress in such sequence and manner as it deems desirable.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and of the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the consultant's negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal

representatives and assigns, for anything done or furnished under or by the provisions of this contract.

Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

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

The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

Since it is intended to secure the personal services of

**H2M architects + engineers
538 Broad Hollow Road, 4th Floor East
Melville, New York 11747**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Water of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this contract. To prevent all disputes and litigation, the Commissioner of Water shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the contract. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

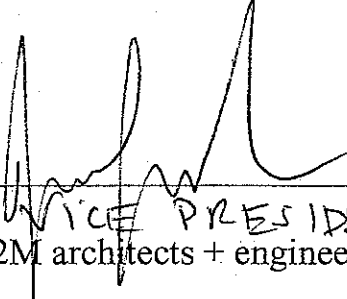
IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By: _____

John L. Reinhardt, III
Commissioner, Department of Water

By: _____


VICE PRESIDENT
H2M architects + engineers

Form Approved: _____

Joseph J. Ra
Town Attorney

Date: _____

Approved: _____

Dominick Longobardi
Acting Town Comptroller

Date _____

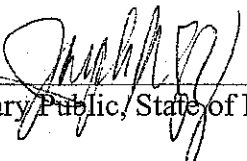
STATE OF NEW YORK)
)s.:
COUNTY OF NASSAU)

On this _____ day of _____, 201__ before me personally came JOHN L. REINHARDT, III of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that she resides at _____ that he is the COMMISSIONER of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, the corporation described in and which executed the above contract; that he knows the corporate seal of said corporation; that the seal affixed to said contract is such corporate seal; that it was so affixed by order of the TOWN BOARD of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and that by like order HE thereunto signed his name and official designation.

Notary Public, State of New York

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

On this 27th day of November, 2019 before me personally came JAMES L. NEU to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 9 Ames Place So. Huntington NY 11747 and that he is the Vice President of the H2M Architects + Engineers described in and which executed the foregoing instrument; that he knows the seal of said _____, that the seal affixed to said instrument is such seal; that it was so affixed by order said _____, and that he signed his name thereto by like order.


Notary Public, State of New York

JOSEPHINE A. CUGGINO
Notary Public - State of New York
No. 01CU6316397
Qualified in Suffolk County
My Comm. Expires Dec. 15, 2022

APPROVED AS TO CONTENT


COMMISSIONER
WATER DEPARTMENT

DATE 12/2/19

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING THE PROPOSAL OF D+B ENGINEERS AND ARCHITECTS, P.C. AND AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF WATER TO EXECUTE A CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO TREATMENT SYSTEM DESIGN AND RELATED UPGRADES FOR 1,4 DIOXANE TREATMENT AND ORGANICS REMOVAL DESIGN, UNIONDALE WELLS 5 AND 6 UNIONDALE WATER DISTRICT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, The Uniondale Water District (the District) maintains a number of wells throughout its system; and

WHEREAS, during testing mandated under the UCMR3 testing requirements and confirmed by follow-up testing Wells 5 and 6 in the District were found to contain levels of 1,4 Dioxane at levels which exceed the proposed New York State Water Quality Regulations for this compound as well as other organic compounds; and

WHEREAS, the Commissioner of the Department of Water (the Commissioner) has determined that it is prudent to solicit the services of a consulting engineering firm to review upgradient water quality and review environmental records relating to the same, establish the best alternative for remediation, prepare the necessary pilot testing, design report and plans for submission to the Nassau County Department of Health, prepare bid documents and provide design services during construction for treatment at Wells 5 and 6 as well as design necessary site electrical improvements to support the treatment systems; and

WHEREAS, in response to a request for proposals to firms previously qualified under RFQ #6-2019 for design services issued earlier in 2019 by the Commissioner and publicly advertised, five proposals were received and reviewed by the Department of Water; and

WHEREAS, upon review, it was determined that the firm of D+B Engineers and Architects, P.C. provided the most responsive proposal and exhibits the necessary qualifications and experience to successfully perform the tasks outlined in the Request for Proposals; and

WHEREAS, D+B Engineers and Architects, P.C. in their proposal dated October 11, 2019 and as amended November 26, 2019 agrees to perform the required tasks for an amount not to exceed \$682,000.00 (six hundred eighty-two thousand dollars); and

WHEREAS, the Commissioner deems such services to be necessary and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Water is hereby authorized to execute an agreement for consulting services accepting the proposal of D+B Engineers and Architects, P.C. with offices at 330 Crossways Park Drive, Woodbury, New York 11797 to perform said consulting services; as well as any other necessary services as submitted in their proposal of October 11, 2019 and amended November 26, 2019, and

Item #

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Case #

30139

BE IT FURTHER RESOLVED that the Comptroller of the Town of Hempstead be and hereby is authorized and directed to make payment of fees for such consulting services in accordance with the terms of the aforementioned proposal, such fees to be paid from and charged against the Uniondale Water District Account 8620-507-8620-5010 in the amount of \$682,000.00 (six hundred eighty-two thousand dollars);

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**AGREEMENT
FOR CONSULTING ENGINEER**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **D+B Engineers and Architects, P.C.** having their principal office at 330 Crossways Park Drive, Woodbury, New York 11797 hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

WHEREAS, the Town Department of Water deems it desirable and necessary to obtain the services of a consulting engineer to provide services related to Treatment System Design and Related Upgrades for 1,4 Dioxane Treatment and Organics Removal Design, Uniondale Wells 5 and 6 for it's Uniondale Water District; and

WHEREAS, in response to a Request for Proposals issued by the Department of Water to those firms previously qualified on Town Board Resolution 915-2019 the Consultant herein submitted a proposal for these services on October 11, 2019 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

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

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. Subject to the direction and control of the Commissioner of Water of the Town, the Consultant agrees to perform the following work:

I. REVIEW OF WATER QUALITY AND POTENTIAL SOURCES

The Consultant shall:

- Review historical water quality data(wells 5 and 6).
- Review of current water quality data of any offsite monitoring well data which may be available through various sources as well as any other available data and provide a prediction of probable future water quality trends.
- Review NYSDEC spills database.
- Review UCMR data.
- Based on data gathered, identify any potential or probable sources of the 1,4 dioxane and Freon 22 in wells 5 and 6.

II. PRELIMINARY DESIGN – DESIGN/ENGINEERING REPORT

The Consultant shall:

- Develop specifications for, solicit proposals, recommend a service provider, supervise service delivery, review results and prepare a report of findings for a pilot test for treatment alternatives for 1,4 dioxane removal and summarize all findings and assumptions in basis of design reports for submission to the appropriate agencies for review and approval.
- Utilize data acquired to predict future trends related to Freon 22 contamination and prepare design report and documents for treatment of Freon 22 at anticipated levels.
- document their findings in a detailed report and prepare a preliminary design
- Development of a design report for submission to NCDOH
- Analyze existing electrical loads and proposed electrical loads for wells 5 and 6 and design improvements as needed to meet the proposed treatment system requirements.
- Preliminary design shall contain multiple process flow diagrams, sample floor and site plans to identify the scope and scale of potential treatment options.
- Report shall include preliminary cost opinions to compare approaches.
- Engineering report shall identify the history of the water supply, the site, the well and potential water quality drivers.
- Report shall summarize the options considered to treat the well and shall provide design parameters for the final design along with a cost opinion for construction.
- Preliminary Design of the proposed improvements including any site reconfiguration which may be necessary to install the necessary improvements.
- Prepare all paperwork for submission of WIIA grant application should funding opportunities become available.

III. SITE INVESTIGATIONS/SURVEY

The Consultant shall visit the existing facility and collect relevant constructed information. Work included under this task shall include:

- Review the existing electrical services.
- Topographic survey for the work locations of existing conditions including site utilities.
- Soliciting and coordinating the services of a private utility location service as required to perform on-site utility markout for public and consumer owned infrastructure..

IV. FINAL DESIGN DEVELOPMENT

Final design of improvements shall be prepared including:

- Final Design of the proposed improvements addressing Department of Water, NCDOH and NYSDOH comments.
- Prepare documents for submission to required agencies for permitting (i.e. NYSDEC, NCFM, NCDOH, NYSDOH, NCDPW) as required.
- Perform constructability analysis (QA/QC) for all proposed improvements.

- Finalize treatment schemes and layouts with Department of Water
- Review electrical feed data with Department of Water and determine final design scheme and layout including future loads
- Review final generator design criteria and loads and determine appropriate location of installation
- Review department needs and requirements for incorporation of existing installations and new installations into the Departments new SCADA system including existing installations at wells 1,2,3 and 4 into the system.
- Meet with the Department of Water to review comments of 30%, 60% and 90% design submissions and address Department of Water comments.
- Provide engineers estimates at critical points of design process.

V. OBTAINING AGENCY APPROVALS (PERMITS FOR APPROVALS)

The Consultant shall prepare all reports, plans and complete all applications necessary for obtaining permits and approvals from the Nassau County Department of Health. Work under this task shall include but not be limited to preparation and submission of the following permits:

- 348 permit – Construction or modification of a drinking water facility
- 347 – Backflow prevention installation submissions
- Article XI submission
- Diesel generator fuel storage
- Preparation of SEQR application (anticipated Type II action)

VI. BIDDING SUPPORT

Once all approvals are obtained from all relevant regulatory agencies, the Consultant shall:

- Prepare final construction drawings for bidding purposes
- Prepare final specification for all work items to be performed
- Compile all specifications and relevant information into the necessary number of bid documents utilizing Town of Hempstead standard bid document format
- Prepare a final engineers estimate for each contract and provide same to the Department of Water for their use.
- Once finalized, provide the Department of Water thirty (30) bid books per contract and thirty (30) sets of full size (24"x36") plans for each contract for bidding purposes.
- During the bidding phase, the Consultant shall answer all questions from prospective bidders relevant to the project design.
- Consultant shall prepare any addenda necessary from issues arising during the bidding process.
- After receipt of bids by the Town, the Consultant shall review all submitted and accepted bids, review bidder qualifications, check references, compile a bid comparison and provide a letters of recommendation for awarding the necessary contracts

VII. DESIGN SERVICES DURING CONSTRUCTION

Work under this task shall include:

- answering periodic requests for information and/or clarification from the contractor during construction
- attendance at preconstruction meeting
- shop drawing and submittal review
- attendance at periodic progress meetings
- as required provide certification for completion of work for NCDOH.

VIII. COORDINATION OF PROJECT STARTUP

Consultant shall prepare a completed work approval application and submit it along with the necessary water quality and as-built drawings to Nassau County Department of Health, attend a county walk through review of the project for acceptance.

In addition to those tasks outlined above the consultant shall perform all services and tasks as outlined in their above referenced proposal.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services listed above in accordance with the following schedule:

Study and Design Report Preparation	\$ 129,000.00
Design and Bidding Support	\$ 283,000.00
Design Services During Construction	\$ 149,000.00
Pass-Through Expenses	\$ 121,000.00
Total Amount not-to-exceed	<u>\$ 682,000.00</u>

The Consultant shall be compensated based on submitted actual work effort as documented on submitted time sheets accompanying claims for partial payments, however the amount paid shall not exceed the total engineering costs above. All claims for pass through and reimbursable expenses shall be submitted to the Department of Water with no mark-up or claims for overhead and profit on the part of the consultant.

It is understood and agreed that the Town reserves the right to progress in such sequence and manner as it deems desirable.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and of the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the consultant's negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

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

The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

Since it is intended to secure the personal services of

**D+B Engineers and Architects, P.C.
330 Crossways Park Drive
Woodbury, New York 11797**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Water of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this contract. To prevent all disputes and litigation, the Commissioner of Water shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

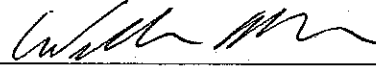
The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the contract. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation

shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By: _____
John L. Reinhardt, III
Commissioner, Department of Water

By: 
D+B Engineers and Architects, P.C.

Form Approved:

_____ Date: _____
Joseph J. Ra
Town Attorney

Approved:

_____ Date _____
Dominick Longobardi
Acting Town Comptroller

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

On this _____ day of _____, 201__ before me personally came JOHN L. REINHARDT, III of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that she resides at _____ that he is the COMMISSIONER of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, the corporation described in and which executed the above contract; that he knows the corporate seal of said corporation; that the seal affixed to said contract is such corporate seal; that it was so affixed by order of the TOWN

BOARD of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and that by like order HE thereunto signed his name and official designation.

Notary Public, State of New York

STATE OF NEW YORK)

)s.:

COUNTY OF NASSAU)

On this 27th day of November, 2019 before me personally came _____ to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 86 Midway St, Babylon, NY and that he is the Senior Vice President of the D&B Engineers and Architects described in and which executed the foregoing instrument; that he knows the seal of said D&B Engineers and Architects, that the seal affixed to said instrument is such seal; that it was so affixed by order said D&B Engineers and Architects, and that he signed his name thereto by like order.

Kelly Pedone

Notary Public, State of New York

APPROVED AS TO CONTENT

[Signature]

COMMISSIONER
WATER DEPARTMENT

DATE

12/2/19

KELLY PEDONE
Notary Public, State of New York
Registration #01PE5030019
Qualified In Nassau County
Commission Expires July 5, 20__

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING THE PROPOSAL OF D+B ENGINEERS AND ARCHITECTS, P.C. AND AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF WATER TO EXECUTE A CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO TREATMENT SYSTEM DESIGN AND RELATED UPGRADES FOR 1,4 DIOXANE TREATMENT AND NITRATE REMOVAL ROOSEVELT FIELD WELLS 7, 11 AND 12, ROOSEVELT FIELD WATER DISTRICT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, The Roosevelt Field Water District (the District) maintains a number of wells throughout its system; and

WHEREAS, during testing mandated under the UCMR3 testing requirements and confirmed by follow-up testing Wells 7, 11 and 12 in the District were found to contain levels of 1,4 Dioxane and nitrates at or near levels which exceed the proposed New York State Water Quality Regulations for this compound; and

WHEREAS, the Commissioner of the Department of Water (the Commissioner) has determined that it is prudent to solicit the services of a consulting engineering firm to review upgradient water quality and review environmental records relating to the same, establish the best alternative for remediation, prepare the necessary pilot testing, design report and plans for submission to the Nassau County Department of Health, prepare bid documents and provide design services during construction for treatment at Wells 7, 11 and 12 as well as design necessary site electrical improvements to support the treatment systems; and

WHEREAS, in response to a request for proposals to firms previously qualified under RFQ #6-2019 for design services issued earlier in 2019 by the Commissioner and publicly advertised, five proposals were received and reviewed by the Department of Water; and

WHEREAS, upon review, it was determined that the firm of D+B Engineers and Architects, P.C. provided the most responsive proposal and exhibits the necessary qualifications and experience to successfully perform the tasks outlined in the Request for Proposals; and

WHEREAS, D+B Engineers and Architects, P.C. in their proposal dated October 11, 2019 and as amended November 26, 2019 agrees to perform the required tasks for an amount not to exceed \$753,000.00 (seven hundred fifty three thousand dollars); and

WHEREAS, the Commissioner deems such services to be necessary and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Water is hereby authorized to execute an agreement for consulting services accepting the proposal of D+B Engineers and Architects, P.C. with offices at 330 Crossways Park Drive, Woodbury, New York 11797 to perform said consulting services, as well as any other necessary services as submitted in their proposal of October 11, 2019 and as amended November 26, 2019, and

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Case #

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BE IT FURTHER RESOLVED that the Comptroller of the Town of Hempstead be and hereby is authorized and directed to make payment of fees for such consulting services in accordance with the terms of the aforementioned proposal, such fees to be paid from and charged against the Roosevelt Field Water District Account 8584-507-8584-5010 in the amount of \$600,000.00 (six hundred thousand dollars) and Roosevelt Field Water District Account 8559-507-8559-5010 in the amount of \$153,000.00 (one hundred fifty three thousand dollars);

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**AGREEMENT
FOR CONSULTING ENGINEER**

THIS AGREEMENT, made this ____ day of _____, 20____, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **D+B Engineers and Architects, P.C.** having their principal office at 330 Crossways Park Drive, Woodbury, New York 11797 hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

WHEREAS, the Town Department of Water deems it desirable and necessary to obtain the services of a consulting engineer to provide services related to Treatment System Design and Related Upgrades for 1,4 Dioxane Treatment and Nitrate Removal Improvement Design , Roosevelt Field Wells 7, 11 and 12 for it's Roosevelt Field Water District; and

WHEREAS, in response to a Request for Proposals issued by the Department of Water to those firms previously qualified on Town Board Resolution 915-2019 the Consultant herein submitted a proposal for these services on October 11, 2019 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

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

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. Subject to the direction and control of the Commissioner of Water of the Town, the Consultant agrees to perform the following work:

I. REVIEW OF WATER QUALITY AND POTENTIAL SOURCES

The Consultant shall:

- Review historical water quality data (wells 7, 11 and 12).
- Review of current water quality data of any offsite monitoring well data which may be available through various sources as well as any other available data and provide a prediction of probable future water quality trends.
- Review NYSDEC spills database.
- Review UCMR data.
- Based on data gathered, identify any potential or probable sources of the 1,4 dioxane, nitrates and 1,2,3 TCP in wells 7, 11 and 12.

II. PRELIMINARY DESIGN – DESIGN/ENGINEERING REPORT

The Consultant shall:

- Develop specifications for, solicit proposals, recommend a service provider, supervise service delivery, review results and prepare a report of findings for a pilot test for treatment alternatives for 1,4 dioxane and nitrate removal (as needed) and summarize all findings and assumptions in basis of design reports for submission to the appropriate agencies for review and approval.
- document their findings in a detailed report and prepare a preliminary design
- Development of a design report for submission to NCDOH
- Analyze existing electrical loads and proposed electrical loads for wells 7, 11 and 12 and design improvements as needed to meet the proposed treatment system requirements.
- Preliminary design shall contain multiple process flow diagrams, sample floor and site plans to identify the scope and scale of potential treatment options.
- Report shall include preliminary cost opinions to compare approaches.
- Engineering report shall identify the history of the water supply, the site, the well and potential water quality drivers.
- Report shall summarize the options considered to treat the well and shall provide design parameters for the final design along with a cost opinion for construction.
- Preliminary Design of the proposed improvements including any site reconfiguration which may be necessary to install the necessary improvements.
- Prepare all paperwork for submission of WIA grant application should funding opportunities become available.

III. SITE INVESTIGATIONS/SURVEY

The Consultant shall visit the existing facility and collect relevant constructed information. Work included under this task shall include:

- Review the existing electrical services.
- Topographic survey for the work locations of existing conditions including site utilities.
- Soliciting and coordinating the services of a private utility location service as required to perform on-site utility markout for public and consumer owned infrastructure..

IV FINAL DESIGN DEVELOPMENT

Final design of improvements shall be prepared including:

- Final Design of the proposed improvements addressing Department of Water, NCDOH and NYSDOH comments.
- Prepare documents for submission to required agencies for permitting (i.e. NYSDEC, NCFM, NCDOH, NYSDOH, NCDPW) as required.
- Perform constructability analysis (QA/QC) for all proposed improvements.
- Finalize treatment schemes and layouts with Department of Water
- Review electrical feed data with Department of Water and determine final design scheme and layout including future loads

- Review final generator design criteria and loads and determine appropriate location of installation
- Review department needs and requirements for incorporation of existing installations and new installations into the Departments new SCADA system.
- Meet with the Department of Water to review comments of 30%, 60% and 90% design submissions and address Department of Water comments.
- Provide engineers estimates at critical points of design process.

V. OBTAINING AGENCY APPROVALS (PERMITS FOR APPROVALS)

The Consultant shall prepare all reports, plans and complete all applications necessary for obtaining permits and approvals from the Nassau County Department of Health. Work under this task shall include but not be limited to preparation and submission of the following permits:

- 348 permit – Construction or modification of a drinking water facility
- 347 – Backflow prevention installation submissions
- Article XI submission
- Diesel generator fuel storage
- Preparation of SEQR application (anticipated Type II action)

VI. BIDDING SUPPORT

Once all approvals are obtained from all relevant regulatory agencies, the Consultant shall:

- Prepare final construction drawings for bidding purposes
- Prepare final specification for all work items to be performed
- Compile all specifications and relevant information into the necessary number of bid documents utilizing Town of Hempstead standard bid document format
- Prepare a final engineers estimate for each contract and provide same to the Department of Water for their use.
- Once finalized, provide the Department of Water thirty (30) bid books per contract and thirty (30) sets of full size (24"x36") plans for each contract for bidding purposes.
- During the bidding phase, the Consultant shall answer all questions from prospective bidders relevant to the project design.
- Consultant shall prepare any addenda necessary from issues arising during the bidding process.
- After receipt of bids by the Town, the Consultant shall review all submitted and accepted bids, review bidder qualifications, check references, compile a bid comparison and provide a letters of recommendation for awarding the necessary contracts

VII. DESIGN SERVICES DURING CONSTRUCTION

Work under this task shall include:

- answering periodic requests for information and/or clarification from the contractor during construction
- attendance at preconstruction meeting
- shop drawing and submittal review
- attendance at periodic progress meetings

- as required provide certification for completion of work for NCDOH.

VIII. COORDINATION OF PROJECT STARTUP

Consultant shall prepare a completed work approval application and submit it along with the necessary water quality and as-built drawings to Nassau County Department of Health, attend a county walk through review of the project for acceptance.

In addition to those tasks outlined above the consultant shall perform all services and tasks as outlined in their above referenced proposal.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services listed above in accordance with the following schedule:

Study and Design Report Preparation	\$ 129,000.00
Design and Bidding Support	\$ 415,000.00
Design Services During Construction	\$ 88,000.00
Pass-Through Expenses	\$ 121,000.00
Total Amount not-to-exceed	<u>\$ 753,000.00</u>

The Consultant shall be compensated based on submitted actual work effort as documented on submitted time sheets accompanying claims for partial payments, however the amount paid shall not exceed the total engineering costs above. All claims for pass through and reimbursable expenses shall be submitted to the Department of Water with no mark-up or claims for overhead and profit on the part of the consultant.

It is understood and agreed that the Town reserves the right to progress in such sequence and manner as it deems desirable.

The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and of the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the consultant's negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

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

The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

Since it is intended to secure the personal services of

**D+B Engineers and Architects, P.C.
330 Crossways Park Drive
Woodbury, New York 11797**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

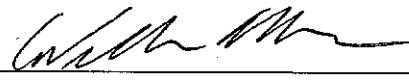
The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Water of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this contract. To prevent all disputes and litigation, the Commissioner of Water shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the contract. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By: _____
John L. Reinhardt, III
Commissioner, Department of Water

By: 
D+B Engineers and Architects, P.C.

Form Approved:

_____ Date: _____
Joseph J. Ra
Town Attorney

Approved: _____ Date _____
Dominick Longobardi
Acting Town Comptroller

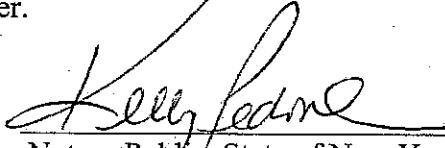
STATE OF NEW YORK)
)s.:
COUNTY OF NASSAU)

On this _____ day of _____, 201__ before me personally came JOHN L. REINHARDT, III of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that she resides at _____ that he is the COMMISSIONER of the DEPARTMENT OF WATER of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, the corporation described in and which executed the above contract; that he knows the corporate seal of said corporation; that the seal affixed to said contract is such corporate seal; that it was so affixed by order of the TOWN BOARD of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and that by like order HE thereunto signed his name and official designation.

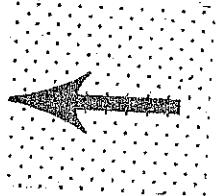
Notary Public, State of New York

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

On this 27th day of November, 2019 before me personally came William Merklin to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 86 Midway St., Babylon, NY and that he is the Senior Vice President of the D&B Engineers and Architects described in and which executed the foregoing instrument; that he knows the seal of said D&B Engineers and Architects, that the seal affixed to said instrument is such seal; that it was so affixed by order said, D&B Engineers and Architects, and that he signed his name thereto by like order.



Notary Public, State of New York
KELLY PEDONE
Notary Public, State of New York
Registration #01PE5030019
Qualified In Nassau County
Commission Expires July 5, 2022



SIGN
& DATE

APPROVED AS TO CONTENT

COMMISSIONER
WATER DEPARTMENT

DATE 12/2/19

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION DECLINING A TO CALL A PUBLIC HEARING PURSUANT TO TOWN CODE SECTION 168-8 AND VALIDATING CONSERVATION & WATERWAYS PERMIT NO. 7156-065-19, RELATING TO STRUCTURES IN THE WATERWAY OF MERRICK BAY, ADJACENT TO 3400 HEWLETT AVENUE, MERRICK, TOWN OF HEMPSTEAD.

WHEREAS, a request was received by the Town Board from residents of two dwellings to the immediate east of the residential premises at 3400 Hewlett Avenue, Merrick, asking the Town Board to hold a public hearing pursuant to Town Code section 168-8, to consider revoking Conservation and Waterways permit no. 7156-065-19, issued July 17, 2019, authorizing certain structures in the waterway, on the grounds that such structures constituted a menace to navigation and a violation of their riparian right of access to the waterway from their properties; and

WHEREAS, certain documentary materials were received by the Town Board and the Department of Conservation and Waterways, in favor of revocation; and

WHEREAS, the Department of Conservation and Waterways has reviewed the materials and made an overall reassessment of the permitted structures and their placement with an eye toward ensuring that there is no discernible menace to navigation or interference with neighboring riparian rights resulting therefrom; and

WHEREAS, as advised by Conservation & Waterways, the structures and their placement in the waterway under permit 7156-065-19 reflect a modification of the requirements of a prior permit (under the same permit number, issued July 8, 2019), insofar as to require that the boat-lift shall be relocated such that it shall be maintained only on the west side of the pier (instead of the east side, as had been authorized by the said prior permit), and thus away from the neighbors' properties to the east; and

WHEREAS, based on the said further requirement under the amended permit as aforesaid, it is the position and advice of the Department of Conservation & Waterways that no credible claim can be made that the structures as permitted cause a discernible menace to navigation or neighboring riparian rights of the neighbors to the east:

NOW, THEREFORE, BE IT

RESOLVED, that based on the foregoing, the Town Board does hereby decline to call a public hearing pursuant to Town Code section 168-8 to revoke Conservation and Waterways permit no. 7156-065-19, issued July 17, 2019 in

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relation to structures in Merrick Bay adjacent to 3400
Hewlett Avenue, Merrick; and be it further

RESOLVED, that Conservation and Waterways permit
no. 7156-065-19, issued July 17, 2019 be and hereby is
validated.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE SUPERVISOR
TO ENTER INTO A CONTRACT WITH YES COMMUNITY COUNSELING CENTER
TO PROVIDE A GRANT IN THE SUM OF \$25,000.00 FOR SERVICES IN THE
UNINCORPORATED AREA OF LEVITTOWN, NEW YORK.**

WHEREAS, Yes Community Counseling Center having a principal office at 75 Grand Avenue, Massapequa, New York 11758, is one such organization qualified has sponsored and operated programs that benefit the youth of the unincorporated Levittown area; and

WHEREAS, Yes Community Counseling Center, is making application to the Town of Hempstead for a grant of funds to assist it in the Center's Chemical Dependence Treatment Service Program; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to enter into a contract between the Town of Hempstead and the Yes Community Counseling Center, in providing for a grant not to exceed the amount of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS to be used for its Chemical Dependence Treatment Service Program commencing in September 1, 2019 and terminating October 31, 2020, and that said amount be paid to the Yes Community Counseling Center and charged against the appropriate Community Development Block Grant account upon the submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

No. 19-007

Item # 46

Case # 13584

CONTRACT FOR PROFESSIONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
And
YES COMMUNITY COUNSELING CENTER.

AGREEMENT made the _____ day of _____, 2019, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and YES COMMUNITY COUNSELING CENTER, Inc. (hereinafter "Yes"), a not-for-profit organization having its principal office at 75 Grand Avenue, Massapequa, New York 11758.

WITNESSETH THAT:

WHEREAS, YES has conducted basic community services and programs for the benefit of youth in the unincorporated area of Levittown and Island Trees; and

WHEREAS, YES has requested the Town to provide a grant of TWENTY FIVE THOUSAND and 00/100 (\$25,000.00) DOLLARS to assist in the operation of its 2019 program; and

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

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

1. YES agrees to continue its operations located at 75 Grand Avenue, Massapequa, New York 11758, during the term of this agreement.
2. YES agrees to continue its basic community services and other programs for youth in the unincorporated area of Levittown and Island Trees.
3. YES agrees that such youth programs will be supervised and directed by competent adult personnel.
4. YES agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.
5. YES agrees not to assign, transfer or hypothecate this agreement or any interest therein, in whole or in part, by agreement or novation.
6. YES agrees that at all times, it shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that YES shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.
7. YES agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of YES resulting from its operation, use and maintenance of the facilities at YES. In addition, YES agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, to obtain policies of insurance insuring YES and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage to the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered to the Town by YES simultaneously with the execution of this agreement.
- 8 YES agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this contract. YES shall, upon expenditure of the grant,

provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

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

10. YES agrees that in performance of its services it will comply with provisions of the Labor Law and Workers Compensation Law of the State of New York if such may be applicable to its operations.

11. The Town agrees to pay YES for the services provided by this agreement the sum of TWENTY FIVE THOUSAND and 00/100 (\$25,000.00) DOLLARS.

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

13. The terms of this agreement shall commence September 1, 2019 and terminate on the 31st day of October 2020.

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

TOWN OF HEMPSTEAD

by:

Laura A Gillen
Supervisor

YES COMMUNITY COUNSELING CENTER

by:

Jamie E. Bogenschutz, MSW
Ms. Jamie E. Bogenschutz, LCSW, CASAC
Executive Director

Doc. No. 19-007

APPROVED AS TO CONTENT
DATE 1/19/19
Katrina R. Bots
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Cheryl Petri 12/25/18

CHERYL PETRI
COUNSEL TO THE COMPTROLLER

APPROVED
Charles O. Heine

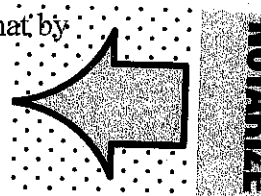
DIRECTOR OF PURCHASING

APPROVED AS TO FORM
Charles O. Heine

SENIOR DEPUTY TOWN ATTORNEY
DATE 1/22/19

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

On this _____ day of _____, 2019, before me personally came LAURA A. GILLEN, to me known and known to be the Supervisor of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that she resides at 1 Washington Street, Hempstead, New York 11550; that she is the Supervisor of the Town of Hempstead, Nassau County, New York, and that she knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town Of Hempstead, Nassau County, New York, and that by like order she thereunto signed her name and official designation.



Notary Public

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

On this 4th day of NOVEMBER, 2019, before me personally came Jamie E. Bogenschutz to me known, who being by me duly sworn did depose and say that she resides at 20 DALE DRIVE, OAKDALE, NY and she is the Executive Director of the YES COMMUNITY COUNSELING CENTER, Inc., the corporation described in and which executed the foregoing instrument.

Alison E. Keogh
Notary Public

ALISON E. KEOGH
NOTARY PUBLIC, State of New York
No. 01KE6164903
Qualified in Nassau County
Commission Expires April 30, 2023

Part II -- Terms and Conditions

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

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

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

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

4. Personnel

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7

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

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

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

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

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

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

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

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

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A CONTRACT WITH FIVE TOWNS COMMUNITY CENTER, INC. AND AUTHORIZING A GRANT TO ASSIST IN ITS PROGRAM OF SERVICES TO THE ELDERLY. (INWOOD)

WHEREAS, the FIVE TOWNS COMMUNITY CENTER, INC., a non-profit membership corporation formed under the Membership Corporation Law of the State of New York, located at 270 Lawrence Avenue, Lawrence, New York, has for a number of years sponsored a Senior Citizen Enrichment Program affording many benefits of wholesome and enriching interpersonal experiences for the seniors of the area; and

WHEREAS, in the ensuing years up to and including 2016, Five Towns Community Center, Inc., each year continued to make such application and the Town Board of the Town of Hempstead considered it to be in the public's interest to accept such proposals; and

WHEREAS, the FIVE TOWNS COMMUNITY CENTER, INC., has petitioned the Town of Hempstead for a grant-in-aid of ELEVEN THOUSAND (\$11,000.00) DOLLARS, to assist it in the pursuit of its program for the benefit of the elderly, in the Town's fiscal year commencing January 1, 2019 and terminating December 31, 2019; and

WHEREAS, the Town Board deems it to be in the public's interest to provide the specified Town Funded grant.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and is hereby authorized to execute a contract between the Five Towns Community Center, Inc. and the Town of Hempstead providing for such services upon such terms, conditions and stipulations as the Supervisor may deem fit and proper for the period commencing January 1, 2019 and terminating December 31, 2019, and said grant in the amount of ELEVEN THOUSAND (\$11,000.00) DOLLARS, shall be charged against the appropriate Community Development Block Grant account upon submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 47

Case # 12492

CONTRACT FOR PERSONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
and

FIVE TOWNS COMMUNITY CENTER, INC.

AGREEMENT made the 30th day of *September*, 2019, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and the Five Towns Community Center, Inc., (hereinafter called the "Center"), a non-profit corporation having its principal office at 270 Lawrence Avenue, Lawrence, New York.

WITNESSETH THAT:

WHEREAS, the Center for a number of years conducted a program at the Center for elderly persons of the Inwood area; and

WHEREAS, the Center has petitioned the Town to provide a grant of ELEVEN THOUSAND (\$11,000.00) DOLLARS, to assist the underprivileged and disadvantaged elderly persons; and

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

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

1. The Center will lend assistance to underprivileged and disadvantaged elderly persons and provide them with the opportunity for wholesome and enriching interpersonal experiences.
2. The Center will provide these disadvantaged elderly persons with an opportunity to experience and participate in a variety of activities.
3. The Center shall not assign, transfer or hypothecate this agreement or any interest therein in whole or in part or by agreement or novation.
4. The Center shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, employees, servants or agents to be employees, agents or servants of the Town.
5. The Center agrees to indemnify the Town, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operating, use and maintenance of the facilities of the Center. In addition, the Center agrees prior to the commencement of this agreement to maintain and keep in force during the term of this agreement of any renewal thereof, at its own cost and expense, policies of insurance insuring the Center and the Town against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in a limit of \$100,000.00 in respect to any one accident. Certificates of insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.

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

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

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

9. Subject to appropriation of funds by the Town Board, the Town agrees to pay the Center for the services specified in this agreement, the amount of ELEVEN THOUSAND (\$11,000.00) DOLLARS, payable as follows:

- (a) Said sum shall be paid in a lump sum to the Center after the Town Board shall have duly adopted a resolution affirming such payment and after the Supervisor shall have duly affixed his signature in executing the contract.
- (b) After such actions the Center may submit its request for payment on an approved claim form to the Department of Planning and Economic Development.

10. The terms of this agreement shall commence on the 1st day of January, 2019 and terminate on the 31st day of December, 2019.

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

TOWN OF HEMPSTEAD

By: _____
Laura A Gillen
Supervisor

**FIVE TOWNS COMMUNITY CENTER,
INC.**

By: Peter V. Sobor
Executive Director

Print Name PETER V. Sobor

APPROVED
[Signature] 11/20/19
DIRECTOR OF PURCHASING

Doc. No. 19-024

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 11/20/19

APPROVED AS TO CONTENT
DATE 11/20/19
[Signature]
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

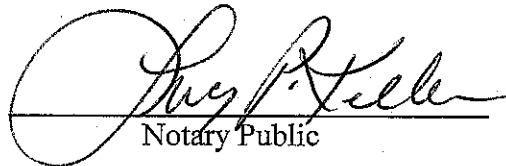
STATE OF NEW YORK)
)
) ss.:
)
COUNTY OF NASSAU)

On this day of , 2019, before me personally came LAURA A. GILLEN, to me known and known to be the Supervisor of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that she resides at 1 Washington Street, Hempstead, New York 11550; that she is the Supervisor of the Town of Hempstead, Nassau County, New York, and that she knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town Of Hempstead, Nassau County, New York, and that by like order she thereunto signed her name and official designation.

Notary Public

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

On this ^{30th} day of September, 2019, before me personally came Peter Sobol, to me known, who being by me duly sworn did depose and say that (s)he resides at 75 West Edge Ave, Farwood, NY 11096 and that (s)he is the Executive Director of Five Towns Community Center the Executive Director described in and which executed the foregoing instrument.


Notary Public

LUCY P. KELLER
Notary Public, State of New York
No. 4931483
Qualified in Nassau County
My Commission Expires 8/11/22

Part II - Terms and Conditions

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

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

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

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

4. Personnel

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7

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

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

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

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

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

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

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

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

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

Case No.

Resolution No.

Adopted:

Councilman
adoption:

offered the following resolution and moved its

**RESOLUTION APPROVING AND ADOPTING GRANT
AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD
AND LONG ISLAND CRISIS CENTER, INC.**

WHEREAS, the Town of Hempstead Department of Planning and Economic Development (hereinafter "Department") is a Department of the Town of Hempstead engaged in community development pursuant to General Municipal Law Article 15; and

WHEREAS, the Department administers grants to assist in programs aimed at assisting residents of communities within the Town; and

WHEREAS, LICC conducts its operations of a 24 hour a day, 7 days a week hotline and other programs to provide support and empowerment to residents; and

WHEREAS, LICC was incorporated as a New York not-for-profit organization in 1974 for the purpose of providing 24/7 free, high quality and nonjudgmental programs and services to support and empower Long Islanders at critical times in their lives; and

WHEREAS, LICC has established a Senior Connection Helpline which is a program of crisis intervention, support and counseling services for senior citizens to serve the senior residents of the Town (Hereinafter "Program"); and

WHEREAS, LICC is looking to continue and expand operations of the Program including development and presentation of a workshop related to "Later Life Issues" as well as development of a comprehensive outreach campaign to educate the Senior community about the availability of its services and the Program; and

WHEREAS, LICC wishes to implement the Program and outreach campaign for senior residents located within the Town; and

WHEREAS, the total annual budget for the Program and outreach campaign is \$20,000.00 as more fully set forth in Exhibit "A" annexed hereto; and

WHEREAS, the communities to be served by the Program are wholly located within unincorporated areas of the Town of Hempstead; and

Item #

Case #

48

26493

WHEREAS, the Program to be provided by LICC falls within the scope of eligible activities described in the Code of Federal Regulations Section 570.201(e) as a public service program and the costs are eligible costs to provide services to senior citizens a group recognized as eligible under 24 CFR Sections 570.208(s)(2)(i)(A) for which CDBG funds may be utilized; and

WHEREAS, the Town wishes to assist LICC in the implementation of the Program in the communities within the Town by providing a Grant in the amount of \$20,000.00 to be utilized as reimbursement for salaries, fringe and other expenses; and

WHEREAS, the Town wishes to assist LICC through Federal Community Block Grant Funds available to the Town for such purposes; and

WHEREAS, LICC has executed a Grant Agreement setting forth the terms and conditions of the subject Grant .

NOW THEREFORE BE IT

RESOLVED, the Grant Agreement signed by LICC, is hereby adopted;
and

BE IT FURTHER

RESOLVED, the Supervisor is hereby authorized to execute the Grant Agreement which was signed by LICC, on the date that this Resolution becomes effective; and

BE IT FURTHER

RESOLVED, the Twenty Thousand Dollar (\$20,000.00) Grant described in the subject Grant Agreement shall be disbursed in accordance with the terms of the subject Grant Agreement; and

BE IT FURTHER

RESOLVED, the funds necessary to finance the Twenty Thousand Dollar (\$20,000.00) Grant referred to herein shall be drawn from the appropriate Federal Community Block Grant funds for the appropriate Community Development Block Grant Year.

The foregoing Resolution was duly adopted upon roll call as follows:

Ayes:

Nayes:

GRANT AGREEMENT made this day of , 2019, by and between the Town of Hempstead (hereinafter "Town"), located at 200 North Franklin Street, Hempstead, New York 11550, and Long Island Crisis Center, Inc. (hereinafter "LICC"), located at 2740 Martin Avenue, Bellmore, N.Y. 11710-3200.

RECITALS

WHEREAS, the Town of Hempstead Department of Planning and Economic Development (hereinafter "Department") is a Department of the Town of Hempstead engaged in community development pursuant to General Municipal Law Article 15; and

WHEREAS, the Department administers grants to assist in programs aimed at assisting residents of communities within the Town; and

WHEREAS, LICC conducts its operations of a 24 hour a day, 7 days a week hotline and other programs to provide support and empowerment to residents; and

WHEREAS, LICC was incorporated as a New York not-for-profit organization in 1974 for the purpose of providing 24/7 free, high quality and nonjudgmental programs and services to support and empower Long Islanders at critical times in their lives; and

WHEREAS, LICC has established a Senior Connection Helpline which is a program of crisis intervention, support and counseling services for senior citizens to serve the senior residents of the Town (Hereinafter "Program"); and

WHEREAS, LICC is looking to continue and expand operations of the Program including development and presentation of a workshop related to "Later Life Issues" as well as development of a comprehensive outreach campaign to educate the Senior community about the availability of its services and the Program; and

WHEREAS, LICC wishes to implement the Program and outreach campaign for senior residents located within the Town as described in the proposal of LICC annexed hereto as Exhibit "A"; and

WHEREAS, the total annual budget for the Program and outreach campaign is \$20,000.00 as more fully set forth in Exhibit "A" annexed hereto; and

WHEREAS, the Town wishes to assist LICC in the implementation of the Program and outreach campaign in the communities within the Town by providing a Grant in the amount of \$20,000.00 to be utilized as reimbursement for salaries, fringe and other expenses as set forth in the proposed budget annexed hereto as part of Exhibit "A"; and

WHEREAS, the Town wishes to assist LICC through Federal Community Block Grant Funds available to the Town for such purposes.

NOW, THEREFORE, it is agreed between the parties as follows:

1. **Representations**: LICC represents the following:
 - (a) It is a not-for-profit Corporation organized and conducting business under the Laws of the State of New York;
 - (b) One Hundred percent (100%) of the residents in the communities to be serviced by the Program are senior citizens;
 - (c) The communities to be serviced by the Program under this

Grant Agreement are wholly within the unincorporated portions of the Town of Hempstead;

(d) The subject Grant funds will not replace or supplant federal or non-federal funds that have been appropriated for the purpose of the Program;

(e) The funding of the Program will serve the senior residents throughout the year;

(f) It has been authorized by its Board of Directors to enter into this Agreement;

(G) It will implement the Program in the manner set forth in Exhibit "A" annexed hereto.

2. **Plan:** LICC shall comply with the cost breakdown of the Program as set forth in Exhibit "A."

3. **Grant:** The Town shall grant to LICC the sum of Twenty Thousand Dollars (\$20,000.00), to be utilized as reimbursement for salaries, fringe and other expenses set forth in the proposed budget annexed hereto as part of Exhibit "A".

4. **Proof of Use of Proceeds:** LICC shall furnish to the Town through its Department of Planning and Economic Development a Claim Form or Claim Forms accompanied by copies of all payroll receipts for salary and fringe expenses incurred and paid along with any receipts for non-personnel costs as listed in Exhibit "A" to be reimbursed with the Grant funds in furtherance of the implementation of the Program and outreach campaign mentioned herein.

5. **Drug Free Work-Place:** As a condition of this Grant, LICC

represents that it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the Grant.

6. **Conflicts of Interest:** The terms and conditions of 24 C.F.R. 570.611, are hereby incorporated by reference into this Agreement. A copy of 24 C.F.R. 570.611 shall be disseminated by LICC to all its employees, officers, directors and vendors involved in the installation and maintenance of the materials, supplies and equipment which is the subject of this Grant Agreement, and LICC shall obtain a written acknowledgment of such copy from all vendors.

7. **Code Compliance:** LICC will operate and maintain its facility in which the subject Program is to be conducted in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such structures, and immediately comply with all lawful requests of said Agencies.

8. **Indemnification of Town:** LICC agrees to indemnify and hold harmless, Town, its officers, agents and employs from any and all liability including, but not limited to, cost and reasonable attorneys fees arising from any act, actions or omissions of LICC in its operation of the Program which is the subject of this Grant Agreement, and from any act, actions or omissions of LICC in the administration of the Program which is the subject of this Grant Agreement or any act, actions or omissions of LICC in its performance by the terms of this Grant Agreement.

9. **Waiver of Suit:** LICC waives its right to institute legal action against the Town for the recovery of damages arising from the performance or non-

performance of any term or obligation contained in this Agreement. Such waiver shall include, but not be limited to, legal proceedings, arbitration proceedings, and mediation proceedings including any claim, counterclaim, cross-claim, or impleader in such proceeding.

10. **Contingent on Town Board Approval:** LICC acknowledges and agrees that the terms of this Grant Agreement shall not be binding upon the Town until duly adopted and approved by the Town of Hempstead Town Board.

11. **No Oral Modification:** This Agreement may only be modified by a writing signed by all parties hereto.

12. **Merger:** All previous discussions and negotiations between the parties are incorporated and merge with this Agreement.

13. **Use of Singular:** The use of a singular term shall be read as a plural term whenever the sense of this Agreement implies it.

14. **Severability:** Should any paragraph contained within this Agreement be deemed a violation of New York Law, such paragraph shall be severed and the remaining paragraphs shall stay in full force and effect.

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

TOWN OF HEMPSTEAD

By:
Laura A. Gillen,
SUPERVISOR

LONG ISLAND CRISIS CENTER, INC.

By: *Theresa Buhse*
~~LINDA LEONARD~~, Theresa Buhse
EXECUTIVE DIRECTOR

APPROVED

[Signature]
DIRECTOR OF PURCHASING

APPROVED AS TO FORM

[Signature]
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT

[Signature] 11/19/19
CHERYL PETRI
COUNSEL TO THE COMPTROLLER

APPROVED AS TO FORM

[Signature]
SENIOR DEPUTY TOWN ATTORNEY
DATE 11/18/19

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING OVERALL LAYOUT SITE PLAN SUBMITTED BY ABOVE PAR ON BEHALF OF JFK LOGISTICS CENTER, LLC IN CONNECTION WITH BUILDING APPLICATION #201911652 FOR THE CONSTRUCTION OF A THREE STORY BUILDING FOR WAREHOUSE, SELF-STORAGE AND OFFICE USES; INCLUDING ASSOCIATED SITE IMPROVEMENTS, LOCATED ON THE S/W/C OF ROCKAWAY BOULEVARD AND BROOKVILLE BOULEVARD, WOODMERE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Above Par, on behalf of JFK Logistics Center, LLC has submitted an application bearing #201911652, for the construction of a three story building for warehouse, self-storage and office uses; including associated site improvements located on the S/W/C of Rockaway Boulevard and Brookville Boulevard, Woodmere, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a Site Plan, dated September 3, 2019 and bearing the seal of Joseph A. Deal, P.E., License # 087122, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

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

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

NOW THEREFORE, BE IT

RESOLVED, that the overall site development plan submitted by Above Par on behalf of JFK Logistics Center, LLC entitled Site Plan, dated September 3, 2019 and bearing the seal of Joseph A. Deal, P.E., License # 087122, University of the State of New York, in connection with building application # 201911652, for the construction of a three story building for warehouse, self-storage and office uses; including associated site improvements located on the S/W/C of Rockaway Boulevard and Brookville Boulevard, Woodmere, Town of Hempstead, New York, be and the same is hereby approved.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Item # 49

Case # 30204

Case No.

Resolution No.

Adopted:

Council(wo)man
adoption:

offered the following resolution and moved its

**RESOLUTION APPROVING, ADOPTING,
AND AUTHORIZING AN INTER-
MUNICIPAL COOPERATION AGREEMENT
WITH THE VILLAGES OF LAWRENCE AND
WOODSBURGH**

WHEREAS, the Town of Hempstead, the Village of Lawrence, and the Village of Woodsburgh (the "three Municipalities") each recognize their individual responsibilities to provide for a properly balanced and well-ordered plan of development and land use within their individual communities, they also recognize that in enacting local zoning, consideration must be given to regional needs and requirements and that there must be a balancing of the local desire to maintain the status quo within the community and the greater public interest that regional needs be met; and

WHEREAS, pursuant to Section 239-NN of the New York State General Municipal Law, which provides for the "Rights and Duties of Neighboring Municipalities in Planning and Zoning Matters," it is the intent and purpose of State of New York "to encourage the coordination of land use development and regulation among adjacent municipalities in order that each adjacent municipality may recognize the goals and objectives of neighboring municipalities, and as a result development occurs in a manner which is supportive of the goals and objectives of the general area" and neighboring municipalities; and

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law Article 5-J, Section 119-u, Village Law Section 7-741, and Town Law Section 284, municipal corporations of the State are empowered to enter into Intermunicipal Cooperation Planning and Land Use Regulation agreements, with the purpose of undertaking mutually beneficial and shared comprehensive planning and land use regulation, in order to promote intergovernmental cooperation, increase coordination and effectiveness of comprehensive planning and land use regulation, and make more efficient use of infrastructure and municipal revenues and resources, as to enhance the protection of community resources where such resources span, and/or have impacts across, municipal boundaries; and

WHEREAS, the three Municipalities are adjacent and contiguous to one another, and share mutual concerns with regard to potential future residential and commercial development in the environmentally-sensitive coastal area of the Town and Villages that span their common and shared municipal boundaries; and

WHEREAS, the three Municipalities are deeply concerned with the existing and ongoing degradation of the coastal area spanning all three jurisdictions and the impacts caused by storm events, including recent events (*i.e.*, Superstorm Sandy), sea level rise, and the potential impacts of development along their shared common coastal area; and

WHEREAS, the three Municipalities acknowledge their individual obligations and desire, in coordination, to maintain the cultural, scenic, aesthetic, environmental, historic, and social assets of the coastal area spanning all three jurisdictions, including coastal resources, open space preservation, and recreational opportunities; and

Item #

50

Case #

27511

WHEREAS, each of the three Municipalities acknowledge their obligation to regulate, through zoning, against deleterious impacts of potential over-development of environmentally sensitive areas; and

WHEREAS, the three Municipalities also acknowledge their individual obligations and desire, in coordination, to address and mitigate future additional impacts resulting to their common coastal area caused by existing limitations and future degradation of roadway and traffic conditions; and

WHEREAS, in the low lying southern coastal areas of the three Municipalities there are located golf courses that have been in place for many years, which have provided open space, not only for recreation, but a natural mitigation and buffer against adverse impacts on the environment and, therefore, the well-being and safety of not only the adjacent Municipalities, but the entire surrounding region; and

WHEREAS, as a result of declining golf participation, golf courses are closing; and

WHEREAS, one of these golf courses facing closure is the Woodmere Golf Club ("The Woodmere Club"); and

WHEREAS, the property of the Woodmere Golf Club (the "Woodmere Golf Club property") is approximately 118.4± acres in size, located partially in the Town of Hempstead (55± acres), partially in the adjacent contiguous Village of Woodsburgh (40.5± acres), and partially in the adjacent contiguous Village of Lawrence (22.9± acres), the Woodmere Golf Club property spanning the common and shared boundaries of the three Municipalities; and

WHEREAS, the Woodmere Golf Club property (a) is located in a relatively vulnerable, low-lying coastal area, well within a Special Flood Hazard Area (100-year flood plain) and the New York State Coastal Boundary Area; (b) is also impacted by shallow groundwater conditions; (c) has been identified by the New York State Department of Environmental Conservation ("N.Y.S.D.E.C.") as having the presence of Significant Natural Communities and Rare Plants and Animals at the Woodmere Golf Club property; and (d) has also been identified by the New York State Office of Parks, Recreation, and Historic Preservation ("OPRHP") as a potentially-archeologically sensitive area; and

WHEREAS, as a result of the anticipated closure of the Woodmere Golf Club, the large and mostly open coastal area comprising the Woodmere Golf Club property would be particularly vulnerable to future residential and commercial development under current zoning laws, and which potential development seriously threatens both this environmentally-sensitive coastal area, the well-being of the three Municipalities, as well as the region as a whole, and which potential adverse impacts and loss of existing open space would not be adequately mitigated by existing and inconsistent zoning regulations in the three Municipalities with respect to permissible future development, including permissible lot size, density, pervious coverage, and building height; and

WHEREAS, given the presence of the significant environmental and cultural resources present on the Woodmere Golf Club property, it is the hope and intention of the three Municipalities to act jointly and in concert: (a) to regulate development in this shared environmentally sensitive coastal area -- allowing for the enhanced protection of the Town's and adjacent Villages' shared common environmental and cultural resources, (b) to preserve and protect the character of the residential neighborhoods located near the Woodmere Golf Club property, both within the unincorporated areas of the Town and in the neighboring incorporated Villages of Woodsburgh and Lawrence, (c) to mitigate consequences of development and the potential loss of open space and recreational opportunities, (d) to preserve, and to encourage the preservation of open space on the Woodmere Golf Club property, while regulating residential development to a lower level of density than previously permitted within the existing zoning

districts of the Town and Villages, (e) to protect against future flooding and storm events, (f) to take affirmative action to assure a resilient coast, and (g) to mitigate the adverse impacts of future development on local traffic; and

WHEREAS, it is the belief of the three Municipalities that, unless checked through coordinated effort, the potential future loss of existing open space within the present Woodmere Golf Club property to potential overdevelopment in this common and shared environmentally sensitive coastal area of the three Municipalities presents an immediate threat to the public health and safety of the three Municipalities and the region as a whole, and can best be mitigated, and the additional benefits accomplished, with the coordinated creation, by ordinance or local law, as the case may be, in each of the adjacent municipalities, hereto, of new contiguous zoning districts (the "contiguous zoning districts"), individually and collectively referred to herein, as the case may be, the "Coastal Conservation District -- Woodmere Club", spanning and including the entire Woodmere Golf Club property, located in three Municipalities; and

WHEREAS, it is the belief of the three Municipalities that the coordinated creation of these contiguous zoning districts, encompassing all of the parts of the former Woodmere Golf Club property located in all three municipalities, will best preserve the natural resources and environmental features located in all three municipalities, while also preserving the character of the regional community at large; and

WHEREAS, the coordinated establishment of these contiguous zoning districts will permit all three Municipalities, in coordination, to pay special consideration to preserving and providing for sustainable infrastructure elements, and protecting and enhancing efforts to protect the local waters, tributaries, wetlands, waterfront, and abutting areas, which will help to mitigate flood and storm impacts, protect against high tide events and sunny day impacts, preserve open space, reduce stormwater runoff, improve local water quality, and enhance the surrounding wetlands that serve to protect and cleanse the ecosystem, in all three municipalities; and

WHEREAS, the Town Board of the Town of Hempstead, and the Boards of Trustees of the adjacent contiguous Villages of Lawrence and Woodsburgh, have each found that the creation of these coordinated, adjacent and contiguous zoning districts, providing for coordinated zoning provisions and regulations in all three municipalities pursuant to the laws and ordinances of each municipality, is in the public interest of each Municipality, and that the creation of these contiguous zoning districts in, and pursuant to the laws of each municipality, is in the interest of the protection and promotion of the public health, general welfare and safety of the residents of all three Municipalities and the surrounding region, while preserving the autonomy of each municipality:

NOW, THEREFORE, BE IT

RESOLVED, the Town Board does approve, adopt, and authorize the attached Intermunicipal Cooperation agreement with the Villages of Lawrence and the Village of Woodsburgh; and be it further

RESOLVED, Councilman Blakeman and Councilman D'Esposito, being the two Councilmembers representing this area of the Town, shall execute the agreement on behalf of the Town.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

INTERMUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of December, 2019, between the **TOWN OF HEMPSTEAD** (“Town of Hempstead”), a municipal corporation of the State of New York with offices at 1 Washington Street, Hempstead, New York 11550, the **VILLAGE OF LAWRENCE** (“the Village of Lawrence”), a municipal corporation of the State of New York with offices at 196 Central Avenue, Lawrence, New York 11559, and the **VILLAGE OF WOODSBURGH** (“the Village of Woodsburgh”), a municipal corporation of the State of New York, with offices at 30 Piermont Avenue, Hewlett, New York 11557 (collectively “the three Municipalities” or the “the municipalities, hereto”).

WITNESSETH

WHEREAS, the three Municipalities each recognize their individual responsibilities to provide for a properly balanced and well-ordered plan of development and land use within their individual communities¹, they also recognize that, “in enacting . . . [local] zoning . . ., consideration must be given to regional needs and requirements. . . . [and that] [t]here must be a balancing of the local desire to maintain the status quo within the community and the greater public interest that regional needs be met”²; and

¹ *Udell v. Haas*, 21 N.Y.2d 463, 288 N.Y.S.2d 888, 235 N.E.2d 897 (1968).

² *Berenson v. New Castle*, 67 A.D.2d 506, 415 N.Y.S.2d 669 (2d Dept. 1979).

WHEREAS, pursuant to Section 239-NN of the New York State General Municipal Law, which provides for the “Rights and Duties of Neighboring Municipalities in Planning and Zoning Matters,” it is the intent and purpose of State of New York “to encourage the coordination of land use development and regulation among adjacent municipalities in order that each adjacent municipality may recognize the goals and objectives of neighboring municipalities, and as a result development occurs in a manner which is supportive of the goals and objectives of the general area” and neighboring municipalities; and

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law Article 5-J, Section 119-u, Village Law Section 7-741, and Town Law Section 284, municipal corporations of the State are empowered to enter into Intermunicipal Cooperation Planning and Land Use Regulation agreements, with the purpose of undertaking mutually beneficial and shared comprehensive planning and land use regulation, in order to promote intergovernmental cooperation, increase coordination and effectiveness of comprehensive planning and land use regulation, and make more efficient use of infrastructure and municipal revenues and resources, as to enhance the protection of community resources where such resources span, and/or have impacts across, municipal boundaries; and

WHEREAS, the three Municipalities are adjacent and contiguous to one another, and share mutual concerns with regard to potential future residential and commercial

development in the environmentally-sensitive coastal area of the Town and Villages that span their common and shared municipal boundaries; and

WHEREAS, the three Municipalities are deeply concerned with the existing and ongoing degradation of the coastal area spanning all three jurisdictions and the impacts caused by storm events, including recent events (*i.e.*, Superstorm Sandy), sea level rise, and the potential impacts of development along their shared common coastal area; and

WHEREAS, the three Municipalities acknowledge their individual obligations and desire, in coordination, to maintain the cultural, scenic, aesthetic, environmental, historic, and social assets of the coastal area spanning all three jurisdictions, including coastal resources, open space preservation, and recreational opportunities; and

WHEREAS, each of the three Municipalities acknowledge their obligation to regulate, through zoning, against deleterious impacts of potential over-development of environmentally sensitive areas; and

WHEREAS, the three Municipalities also acknowledge their individual obligations and desire, in coordination, to address and mitigate future additional impacts resulting to their common coastal area caused by existing limitations and future degradation of roadway and traffic conditions; and

WHEREAS, in the low lying southern coastal areas of the Town and adjacent contiguous two Villages there are located golf courses that have been in place for many years, which have provided open space, not only for recreation, but a natural mitigation

and buffer against adverse impacts on the environment and, therefore, the well-being and safety of not only the adjacent Municipalities, but the entire surrounding region; and

WHEREAS, as a result of declining golf participation, golf courses are closing; and

WHEREAS, one of these golf courses facing closure is the Woodmere Golf Club (“The Woodmere Club”); and

WHEREAS, the property of the Woodmere Golf Club (the “Woodmere Golf Club property”) is approximately 118.4± acres in size, located partially in the Town of Hempstead (55± acres), partially in the adjacent contiguous Village of Woodsburgh (40.5± acres), and partially in the adjacent contiguous Village of Lawrence (22.9± acres), the Woodmere Golf Club property spanning the common and shared boundaries of the three Municipalities; and

WHEREAS, the Woodmere Golf Club property (a) is located in a relatively vulnerable, low-lying coastal area, well within a Special Flood Hazard Area (100-year flood plain) and the New York State Coastal Boundary Area; (b) is also impacted by shallow groundwater conditions; (c) has been identified by the New York State Department of Environmental Conservation (“N.Y.S.D.E.C.”) as having the presence of Significant Natural Communities and Rare Plants and Animals at the Woodmere Golf Club property; and (d) has also been identified by the New York State Office of Parks,

Recreation, and Historic Preservation ("OPRHP") as a potentially-archeologically sensitive area; and

WHEREAS, as a result of the anticipated closure of the Woodmere Golf Club, the large and mostly open coastal area comprising the Woodmere Golf Club property would be particularly vulnerable to future residential and commercial development under current zoning laws, and which potential development seriously threatens both this environmentally-sensitive coastal area, the well-being of the Town and adjacent Villages, as well as the region as a whole, and which potential adverse impacts and loss of existing open space would not be adequately mitigated by existing and inconsistent zoning regulations in the Town and Villages with respect to permissible future development, including permissible lot size, density, pervious coverage, and building height; and

WHEREAS, given the presence of the significant environmental and cultural resources present on the Woodmere Golf Club property, it is the hope and intention of the Town of Hempstead and the adjacent contiguous Village of Lawrence and Village of Woodsburgh to act jointly and in concert: (a) to regulate development in this shared environmentally sensitive coastal area -- allowing for the enhanced protection of the Town's and adjacent Villages' shared common environmental and cultural resources, (b) to preserve and protect the character of the residential neighborhoods located near the Woodmere Golf Club property, both within the unincorporated areas of the Town and in the neighboring incorporated Villages of Woodsburgh and Lawrence, (c) to mitigate

consequences of development and the potential loss of open space and recreational opportunities, (d) to preserve, and to encourage the preservation of open space on the Woodmere Golf Club property, while regulating residential development to a lower level of density than previously permitted within the existing zoning districts of the Town and Villages, (e) to protect against future flooding and storm events, (f) to take affirmative action to assure a resilient coast, and (g) to mitigate the adverse impacts of future development on local traffic; and

WHEREAS, it is the belief of the Town of Hempstead and the adjacent contiguous Village of Lawrence and Village of Woodsburgh that, unless checked through coordinated effort, the potential future loss of existing open space within the present Woodmere Golf Club property to potential over-development in this common and shared environmentally sensitive coastal area of the Town and contiguous Villages presents an immediate threat to the public health and safety of the Town, the adjacent Villages, and the region as a whole, and can best be mitigated, and the additional benefits accomplished, with the coordinated creation, by ordinance or local law, as the case may be, in each of the adjacent municipalities, hereto, of new contiguous zoning districts (the "contiguous zoning districts"), individually and collectively referred to herein, as the case may be, the "Coastal Conservation District -- Woodmere Club", spanning and including the entire Woodmere Golf Club property, located in both the Town of Hempstead and the adjacent contiguous Villages of Lawrence and Woodsburgh; and

WHEREAS, it is the belief of the Town of Hempstead and the adjacent contiguous Village of Lawrence and Village of Woodsburgh that the coordinated creation of these contiguous zoning districts, encompassing all of the parts of the former Woodmere Golf Club property located in all three municipalities, will best preserve the natural resources and environmental features located in all three municipalities, while also preserving the character of the regional community at large; and

WHEREAS, the coordinated establishment of these contiguous zoning districts will permit all three Municipalities, in coordination, to pay special consideration to preserving and providing for sustainable infrastructure elements, and protecting and enhancing efforts to protect the local waters, tributaries, wetlands, waterfront, and abutting areas, which will help to mitigate flood and storm impacts, protect against high tide events and sunny day impacts, preserve open space, reduce stormwater runoff, improve local water quality, and enhance the surrounding wetlands that serve to protect and cleanse the ecosystem, in all three municipalities; and

WHEREAS, the Town Board of the Town of Hempstead, and the Boards of Trustees of the adjacent contiguous Villages of Lawrence and Woodsburgh, have each found that the creation of these coordinated, adjacent and contiguous zoning districts, providing for coordinated zoning provisions and regulations in all three municipalities pursuant to the laws and ordinances of each municipality, is in the public interest of each Municipality, and that the creation of these contiguous zoning districts in, and pursuant to

the laws of each municipality, is in the interest of the protection and promotion of the public health, general welfare and safety of the residents of all three Municipalities and the surrounding region, while preserving the autonomy of each municipality:

NOW THEREFORE, in consideration of the terms, provisions, covenants and conditions more fully set forth below, the Town of Hempstead, the Village of Woodsburgh, and the Village of Lawrence, jointly agree as follows:

1. **The "Coastal Conservation District -- Woodmere Club"**

Consistent with the provisions of this Agreement:

(a) Each of the three Municipalities agrees to work cooperatively with the other municipalities, hereto, in drafting and proposing the ordinance or local laws, as the case may be, for the adoption of a Coastal Conservation District-Woodmere Club within its territorial jurisdiction in conformance with the intent and spirit of this Agreement; and

(b) Each of the three Municipalities shall, on due notice to the public of that municipality, propose, and hold one or more public hearings, and take such other action as required by law on the required vote of its legislative governing body to adopt, as the case may be, an ordinance or local law for the creation of the Coastal Conservation District-Woodmere Club to comprise all of the land formerly of the Woodmere Golf Club to the extent located within the bounds and territorial jurisdiction of each municipality in accordance with the terms and provisions of such law and this agreement, as agreed upon

by all three Municipalities, which, after adoption, will be appended to, and made a part of, this Agreement; and

(c) Each municipality, hereto, shall, in coordination with the other two Municipalities, hereto, submit the proposals for the creation of the Coastal Conservation District -- Woodmere Club in each municipality to the Nassau County Planning Commission as required by Section 239-m of the N.Y.S. General Municipal Law for its review; and

(d) Each municipality, hereto, will conduct review pursuant to the State Environmental Quality Review Act ("SEQRA"), attendant to the adoption of the proposed contiguous zoning districts, as required by law, in coordination with the other municipalities, hereto.

2. **Rights and Duties of Neighboring Municipalities
in Planning and Zoning Matters**

Consistent with, and in addition to, the provisions of General Municipal Law Section 239-NN, and after creation of the three contiguous Coastal Conservation Districts -- Woodmere Club in each municipality:

(a) No one of the three municipalities shall, once adopted, adopt any amendments to its respective version of the Coastal Conservation District -- Woodmere Club without abiding by the following procedure:

(i) It is the express intent of the three Municipalities, in entering into this Agreement and in adopting their respective versions of the Coastal Conservation District - Woodmere Club, to work in a collegial fashion and, prior to formally proposing an amendment to its Coastal Conservation District -- Woodmere Club, to seek input from, and the consent of, the other two municipalities as provided for herein below; and

(ii) Prior to scheduling a public hearing for a proposed amendment, the municipality proposing such amendment (the "proposing municipality") shall provide written notice by its Town or Village Attorney to the other two (2) municipalities, to be sent to the Clerk or Administrator, and Town or Village Attorney, including a copy of the proposed amendment; and

(iii) If either of the other two (2) municipalities states in writing that it does not object to the proposed amendment or thirty (30) days passes since the provision of such notice without such objection, the proposing municipality may schedule a public hearing to consider such amendment and may adopt the proposed amendment in the same manner and following the same procedure as any other proposed zoning law amendment; and

(iv) If either of the other two municipalities either objects to the proposed amendment or requests that the proposed amendment be modified, that municipality shall provide written comments to the proposing municipality and the third municipality setting forth its objections or proposed changes to the proposed amendment; and

(v) If any changes are proposed or objections are made to the proposed amendment, the proposing municipality, if it agrees to the changes or proposes further amendments based on the objection(s), shall provide a revised version of the proposed amendment to the other two municipalities, whereupon each municipality shall have thirty (30) days in which to comment or object, whereupon the same procedure for objections and proposed changes, as set forth herein, shall apply; and

(vi) If the proposing municipality does not agree to the proposed changes to its proposed amendment, it shall not proceed to the adoption of its proposed amendment; and

(vii) No amendment to the Coastal Conservation District -- Woodmere Club may be adopted by any of the three Municipalities, except in accordance with this subsection; and

(viii) Notice required herein shall be sent by regular mail and electronic mail to the Clerk/Administrator and the Town Attorney or Village Attorney of the other municipalities, as the case may be.

(b) Each municipality, hereto, shall give notice to the other municipalities, hereto, of any hearing scheduled in said municipality or municipalities in connection with (herein "the applications") site plan review, special use permit, or any proposed variance relating to any land within the bounds of its Coastal Conservation District -- Woodmere Club:

(i) Such notice, as required by subsection (b), shall be given at least twenty-one (21) days prior to any such hearing by regular mail and electronic mail to the Clerk/Administrator and Attorney of the other municipalities. Such mailing shall be deemed sufficient service under this or any other law requiring notice of any such hearing; and

(ii) Each of the other municipalities, hereto, (the "other municipalities") shall have standing to participate, and may appear and be heard, at such hearing or hearings, and may present witness testimony, evidence, and file thereat a memorandum of its position. This provision does not preclude or modify any rights of standing and participation of any other person or entity; and

(iii) The disposition of such applications shall be governed by the building and zoning codes of the municipality having jurisdiction of the application and hearing; and

(iv) A decision concerning any such application(s) made by another municipality, shall be subject to a timely judicial review at the behest of the other municipality or municipalities pursuant to Article 78 of the New York Civil Practice Law and Rules ("CPLR") providing for review of acts of such municipal agencies, commenced within the time provided by law, as the case may be, and shall have standing in such proceeding.³

³Bedford v. Mount Kisco, 33 N.Y.2d 178, 351 N.Y.S.2d 129, 306 N.E.2d 155 (1973).

3. **Right to Terminate by Notice.**

(a) Each Municipality, hereto, reserves the right, upon resolution duly adopted by its governing Board after a public hearing ("termination hearing") on notice and upon following the procedures provided for herein, to terminate its participation. Termination of that municipality's participation shall be effective three (3) months after the adoption of its resolution authorizing termination.

(b) Such termination hearing shall be on not less than fourteen (14) days written notice to the other municipalities by service on their Town and/or Village Clerks/Administrators and Attorneys, as well as publication notice of at least ten (10) days prior to the public hearing in the official newspaper of the terminating municipality.

(c) In the event of proposed termination of participation, notice of termination of this Agreement must be sent by certified mail, return receipt requested, not more than fourteen (14) days after adoption of the resolution provided for in subparagraph (a), above, as follows:

if mailed to the Town of Hempstead, to:

Counsel to the Town Board,
Town of Hempstead
1 Washington Street,
Hempstead, New York 11550

with a copy to:
Town Attorney
Town of Hempstead
1 Washington Street,

Hempstead, New York 11550

if mailed to the Village of Lawrence, to:

Village Administrator,
Village of Lawrence
196 Central Avenue,
Lawrence, New York 11559

with a copy to:

Village Attorney
Village of Lawrence
196 Central Avenue,
Lawrence, New York 11559
If mailed to the Village of Woodsburgh, to:

Village of Woodsburgh
30 Piermont Avenue,
Hewlett, New York 11557

with a copy to:

Village Attorney
Village of Woodsburgh
30 Piermont Avenue,
Hewlett, New York 11557

(d) Written notice by registered or certified mail to the other parties at the addresses herein or at any other address for which notice has been given, shall be deemed as notice given hereunder. Such notice of intent to terminate shall be accompanied by a certified copy of a Resolution of the applicable legislative Board of the respective municipality or municipalities giving such notice; and

(e) Termination of this Agreement by any of the three Municipalities, hereto, with respect to the use of any land within the "Coastal Conservation Districts -- Woodmere Club" shall not, alone and without further action, invalidate any zoning law, rule, regulation, or determination adopted by any municipality with respect to the properties within the contiguous "Coastal Conservation Districts -- Woodmere Club." Nor shall termination extinguish the right to notice as required by paragraph 2(b) herein, which paragraph shall survive any termination of this agreement.

4. **Governing Law; Severability.**

This Agreement shall be governed by the laws of the State of New York. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

5. **Entire Agreement**

This Agreement represents the entire Agreement of the parties and may not be modified or amended except by a written instrument duly approved by each of the respective Municipalities.

IN WITNESS WHEREOF, the respective municipalities, hereto, have executed this Agreement by the respective Mayors and Councilmen, with the authority as provided by Resolution of each respective legislative Board.

TOWN OF HEMPSTEAD

By: _____
Council Person, 3rd District

Dated:

By: _____
Council Person, 4th District

Dated:

VILLAGE OF LAWRENCE

By: _____
, Mayor

Dated:

VILLAGE OF WOODSBURGH

By: _____

Dated:

APPROVED AS TO FORM

Charles O. Heine

SENIOR DEPUTY TOWN ATTORNEY

DATE 12/4/19

ACKNOWLEDGMENTS

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this ___ day of December, in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this ___ day of December in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this ___ day of December in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is

subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this ___ day of December in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE A CONTRACT FOR INFORMATION TECHNOLOGY – DATABASE MANAGEMENT AND DEVELOPMENT, LOCAL AREA NETWORK ADMINISTRATION AND WEB DEVELOPMENT CONSULTING SERVICES BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND DIVERSIFIED MICRO SYSTEMS, INC. AND TO NULLIFY AND VOID RESOLUTION NUMBERS 805-2019, 836-2019, 1036-2019 AND 1040-2019.

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

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

WHEREAS, the Commissioner of the Town of Hempstead Department of Occupational Resources has requested to nullify and void Resolution Numbers 805-2019, 836-2019, 1036-2019 and 1040-2019;

WHEREAS, consistent with the Commissioner's recommendation, the Town Board desires to authorize the nullification and voiding of Resolution Numbers 805-2019, 836-2019, 1036-2019 and 1040-2019;

NOW THEREFORE, BE IT

RESOLVED, the Commissioner of the Town of Hempstead Department of Occupational Resources is authorized to execute a contract between the Town of Hempstead Department of Occupational Resources and Diversified Micro Systems, Inc for the provision of Information Technology – Database Management and Development, Local Area Network Administration and Web Development Consulting Services for the period of July 1, 2019 through December 31, 2020; and be it further

RESOLVED, Resolution Numbers 805-2019, 836-2019, 1036-2019 and 1040-2019 are null and void.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

51

Case #

24824

CONTRACT: IT-DB 2019/2020
FUND: VARIOUS

**SERVICES: IT DATABASE MANAGEMENT & DEVELOPMENT, LAN
ADMIN AND WEB DEVELOPMENT CONSULTING SERVICES**

This Agreement made between the Town of Hempstead Department of Occupational Resources, hereinafter referred to as "DOOR," having its principal office at 50 Clinton Street, Suite 400, Hempstead New York 11550, and Diversified Microsystems, Inc., having its principal offices at 5507-10 Nesconset Hwy., Ste. 161, Mount Sinai, NY 11766, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

Whereas, DOOR has been designated as the "Grant Subrecipient/Fiscal Agent" by the Town of Hempstead Workforce Development Board pursuant to the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128), hereinafter WIOA;

Whereas, DOOR has also been designated by the under the Personal Responsibility Work Opportunity Reconciliation Act of 1996 (PRWORA) Temporary Assistance to Needy Families (TANF) Block Grant Program, hereinafter TANF;

Whereas DOOR on behalf of the Town of Hempstead Workforce Development Board hereinafter "WDB," is desirous of providing such services to eligible individuals, and

Whereas DOOR believes the contractor herein is qualified to provide such services and conduct related programs and the arrangements and details for such activity should be reduced to this financial agreement between DOOR and CONTRACTOR.

WHEREAS, THE CONTRACTOR has submitted a proposal to serve eligible WIOA participants, which proposal has been accepted by the WDB and DOOR and is attached and incorporated herein as **Appendix A** hereto;

Now, therefore, the parties mutually agree as follows:

TERMS OF AGREEMENT

This Agreement shall become effective on the **1st day of July 2019** and shall terminate on the **31st day of December 2020**, unless extended by mutual agreement of parties hereto.

TERMS AND CONDITIONS

1. See **Appendix B**.

PARTICIPANT ELIGIBILITY

2. See **Appendix C**.

ASSURANCES

3. See **Appendix D**.

MUTUAL PROMISE

4. DOOR hereby hires and retains the services of the CONTRACTOR and agrees that it will be responsible for all general and local program coordination and all outreach to, and referral to the program of, potentially eligible participants and other duties as specified on **Appendix A**. CONTRACTOR further agrees that any expenses incurred in the provision of these services will be borne solely by the CONTRACTOR.

5. DOOR'S OBLIGATIONS

- 5a) Payments to CONTRACTOR shall be made in accordance with the Budget included in **Appendix A**, not to exceed the hourly rate, billable hours and amount per contract year cited in **Appendix B**.
- 5b) Provide CONTRACTOR with all forms necessary to complete its reporting requirements.
- 5c) To monitor CONTRACTOR's performance of its obligations, and to address the needs of the CONTRACTOR arising from the performance of same. Where in the interests of DOOR, DOOR shall take those steps necessary to facilitate the performance of such obligations.

6. CONTRACTOR OBLIGATIONS

- 6a) Shall perform all services as specified in this agreement within the period agreed upon herein, as per **Appendix B**.
- 6b) Services to be performed will be assigned by the Commissioner of DOOR.
- 6c) CONTRACTOR agrees that the services to be rendered hereunder shall be limited to those services specified in the **Appendix B** which is attached hereto and made a part hereof.

7. PAYMENTS

- 7a) DOOR hereby hires and retains the services of CONTRACTOR to conduct professional services as set forth in **Appendix A** which is attached hereto and made a part hereof.
- 7b) For all its services hereunder, DOOR agrees to pay CONTRACTOR the cost for services rendered as set forth under the **Terms and Conditions in Appendix B** which is attached hereto and made a part thereof. In no event shall the amounts paid exceed the amounts specified in paragraph 5a., Supra.
- 7c) CONTRACTOR will be paid only for hours spent on the WIOA/TANF program and verified and approved by the Commissioner.

- 7d) No funds are authorized for overtime or meal expenditures.
- 7e) CONTRACTOR will submit original Town of Hempstead claim forms, provided by DOOR, for time spent providing services upon completion of each month of the contract. Claims are subject to adjustment and auditing by authorized DOOR personnel for actual costs incurred pursuant to this agreement.
- 7f) CONTRACTOR and DOOR agree that no services to be considered for payment shall (as set forth by Appendix A) be exceeded unless agreed to in writing by both parties, in advance of such claim for services.

8. CLAIMS AND CLOSE-OUT

- 8a) CONTRACTOR shall be paid monthly upon submission of duly certified claim forms approved by the DOOR. Such claim forms will be supplied by the DOOR and must be submitted to the DOOR within twenty (20) days after the end of the preceding monthly period.
- 8b) CONTRACTOR agrees to submit within 120 days following the termination date of this agreement all reports and statements required as part of the close-out procedure. Such reports will include, but will not be limited to, all cost data final claims for reimbursement or other fiscal adjustments deemed to be allocable and allowable under the contract. Upon the 120th day following, all unexpended funds shall automatically be deobligated by DOOR. At such time, DOOR shall have no further obligation whatsoever to CONTRACTOR.
- 8c) DOOR agrees to provide to CONTRACTOR all forms necessary to complete reporting requirements. DOOR further agrees to provide support and assistance required to complete such reporting requirements.

9. AUDITING AND RECORD KEEPING

- 9a) CONTRACTOR, including its satellites, if any, shall maintain full and complete books and records of accounts in accordance with accepted accounting practices as may be prescribed by DOOR, this contract, the grant pursuant to which it is entered, and applicable statutory authority. Such books and records shall at all times be available for audit and inspection by DOOR, the New York State Department of Labor and the U.S. Department of Labor.
- 9b) The CONTRACTOR agrees to provide DOOR or its designee access to all relevant records which DOOR requires to determine CONTRACTOR'S compliance with the performance of this contract or with applicable Federal, State, or local law. Such period of access and retention of records shall continue until any and all claims, appeals, litigation or disputes are satisfactorily completed.

- 9c) CONTRACTOR agrees to provide DOOR with its independent audit report within thirty days after receipt of an audit or within nine months after the end of the subrecipient audit period.
- 9d) CONTRACTOR agrees that DOOR will be responsible for all eligibility determination and verification.
- 9e) CONTRACTOR agrees that the services to be rendered hereunder shall include, but not be limited to, all of the matters contained in DOOR's **Request For Proposals (RFP)**, CONTRACTOR's response thereto and its proposal submitted to DOOR, attached hereto and made a part hereof, with the same force and effect as if recited at length herein. Any provision which has been stricken from the attachments AND initialed by DOOR or its authorized agent, servant, or employee shall not be deemed to be a provision of this agreement.

10. MONITORING

- 10a) DOOR assures that it will notify the CONTRACTOR in writing of all participants authorized to begin work. During the term of this Agreement, DOOR shall have the right to inspect or monitor any or all work sites and/or progress of participants.
- 10b) It is understood and agreed that the above mentioned services of CONTRACTOR shall be monitored and evaluated by DOOR, and the CONTRACTOR shall submit reports as requested by DOOR. If pursuant to such monitoring and evaluation, DOOR should at any time find that these services have not been rendered in a satisfactory manner, then such improper performance shall be deemed to be substantial violation of the Agreement and DOOR may then cancel this Agreement at its sole option and discretion.

TOTAL COSTS AND EXPENSES

- 11. CONTRACTOR represents and agrees that the program cost for the term of the Agreement, attached hereto and designated **Appendix A**, and made a part hereof, lists all the costs for all the services to be rendered by the CONTRACTOR under this Agreement.

OBLIGATIONS CURRENT

- 12. CONTRACTOR warrants that it is not in arrears to DOOR upon any debt or contract and that it is not in default as surety, contractor or otherwise upon any obligation to DOOR.

INDEPENDENT CONTRACTOR STATUS

13. CONTRACTOR agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit DOOR the Town of Hempstead, the WDB or the Town of Hempstead to any obligations irrespective of the nature thereof. CONTRACTOR shall not at any time or for any purpose be deemed an employee of DOOR or the Town of Hempstead. It is further understood and agreed that no agent, servant or employee of the CONTRACTOR shall at any time or under any circumstances be deemed an agent, servant, employee or representative of DOOR or the Town of Hempstead. CONTRACTOR further understands that it will not be provided with a desk, telephone or office supplies, or office equipment.

HOLD HARMLESS AND INDEMNIFICATION

14. CONTRACTOR agrees that it is, and at all times be deemed to be, an independent contractor and shall not at any time or for any purpose be deemed an employee of the Town of Hempstead, hereinafter referred to as TOWN or any of the departments or divisions thereof. CONTRACTOR shall not in any manner whatsoever, by its actions or deeds, commit TOWN, the WDB, DOOR, or the to any obligation irrespective of the nature thereof. It is further understood that no agent, servant, or employee of CONTRACTOR, at any time or under any circumstances, by deemed to be an agent, servant, or employee of TOWN. CONTRACTOR agrees to and affirms that it will pay and compensate all persons required to be so compensated for their performance pursuant to this agreement, and agrees to hold TOWN, the WDB, DOOR, or the harmless from liability for payments due for such services rendered.

With respect to and in conjunction with, the specific performance stated under item 1 and Appendix B CONTRACTOR agrees to conduct its activities pursuant to this agreement so as not to endanger any person and to indemnify and hold harmless TOWN, the WDB, DOOR, or the , its agents, officers, and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damages to TOWN property), costs and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from.

15. INSURANCE REQUIREMENTS

Prior to the commencement of the program, CONTRACTOR shall procure and keep in force during the term of this Agreement or any renewal thereof, at its own cost and expense, a policy of insurance for Comprehensive General Liability for the Town, DOOR, the Town of Hempstead Private Industry Council, the WDB, DOOR, or the, hereinafter referred to as WDB, their officers, servants, agents, employees added as named insureds, insuring CONTRACTOR and the Town, DOOR, and the WDB, DOOR, or the against any claims of any and all persons for Town, DOOR, and the WDB, DOOR, or the against any claims of any and all persons for bodily injuries, property damage arising out of any activity pursuant to this agreement. Such policy shall have a combined single limit of liability for

bodily injury of ONE MILLION (1,000,000) for any one accident and shall insure against property damage for a limit of FIFTY THOUSAND DOLLARS (50,000) for any single incident, reflecting such coverage shall be promptly delivered to DOOR upon execution of this agreement.

Policy cancellation, non-renewal, or amendment shall be effective only upon at least thirty (30) days prior written notice sent to DOOR by certified mail to: Department of Occupational Resources, ATTN: Contract Insurance, 50 Clinton Street 4th Floor, Hempstead, New York 11550. A certified copy of the policy of insurance or a certificate of insurance reflecting such coverage shall be promptly delivered to DOOR upon the execution and return of this Agreement.

Any lapse in said insurance may be deemed to be in violation of a significant term of the Agreement and may result in cancellation of the agreement at the sole option of DOOR.

16. MAINTENANCE OF EFFORT

CONTRACTOR agrees that funds obtained under this Agreement will not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that alternative or more likely to achieve the service delivery area's performance goals. In no event will the CONTRACTOR use funds obtained under this Agreement to fund such duplicate services or facilities as have been previously funded from Federal, State, or local sources.

17. TERMINATION AND CURTAILMENT

- 17a) If at any time DOOR shall find CONTRACTOR to have violated or be violating any of the terms and conditions of this Agreement, or if any depth review of the conduct and operation of the CONTRACTOR's program reveals that such program is at variance with the program's stated goals and objectives, then either such event shall constitute a breach of the Agreement. DOOR shall notify the CONTRACTOR in writing of such breach and afford the CONTRACTOR five (5) working days within which to cure such violation. If such violation is not cured, the DOOR shall have the right to immediately cancel this Agreement without any further obligation on its part.
- 17b) In addition, DOOR may terminate this Agreement in whole or in part, when DOOR deems it to be in the best interests of DOOR to do so. Such termination may be had upon ten-calendar (10) days written notice to the CONTRACTOR. If this Agreement is so terminated, CONTRACTOR shall be compensated only to the extent of expenditures approved by DOOR which were incurred prior to the date of termination.

- 17c) If the United States Department of Labor, Employment and Training Administration, New York State Department of Labor or any of the departments or commissions of either such agency shall fail to approve full Federal aid in reimbursement to the Town of Hempstead for any payments made by the Town of Hempstead hereunder, for any reason whatsoever, or if the United States Department of Labor or agencies shall reduce or cut back any sums in Federal aid, DOOR expressly reserves the right to cancel and deobligate the remaining unpaid amount due under this Agreement. CONTRACTOR acknowledges that the payment for services rendered will be made solely with Federal Funds and that in no way are the local funds of the Town of Hempstead involved. CONTRACTOR acknowledges that in no way shall the Town of Hempstead or DOOR be responsible for funding of the program or sums due under this agreement.

18. DISALLOWED COSTS

18. If at any time, for any reason, during or after the term of this Agreement, the United States Department of Labor, the New York State Department of Labor or any, other authorized governmental agency makes the determination that the CONTRACTOR utilized program funds in such a manner so as to violate the Workforce Innovation and Opportunity Act or the rules and regulations promulgated thereunder, the CONTRACTOR agrees to indemnify DOOR and hold DOOR harmless and to stand in DOOR's place for the purpose of making any reimbursements or paying any fines or penalties that may become due and payable.

19. NON-ASSIGNMENT

19. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this Agreement.

20. COMPLIANCE REQUIREMENTS

The CONTRACTOR agrees and represents that:

- 20a) It will comply with the requirements of the Workforce Innovation and Opportunity Act as amended with the regulations and policies promulgated thereunder. If the regulations promulgated pursuant to WIOA should be again amended or revised, then the CONTRACTOR shall comply with them; or it will notify DOOR within thirty (30) days after promulgation of the amendments and revision that it cannot so conform and in what respect it is unable to comply and the reason therefor so that DOOR may terminate this agreement at its discretion.
- 20b) It will comply with all the applicable provisions of the State of New York Labor Law, the State of New York Unemployment Insurance Law, the Federal Social Security Law, and any and all rules and regulations promulgated by the United States Department of Labor (USDOL) and any

applicable Federal or State or local law, and regulations, and all amendments and additions thereto.

- 20c) It will abide by the provisions of the Executive Law of New York and particularly Section 296, which prohibits unlawful discrimination based upon race, color, national origin, sex, age, or religion and to provide equal opportunity in employment to each individual under Title VI of the Civil Rights Legislation of 1964 and the Rules and Regulations of the United States Department of Labor. The CONTRACTOR further agrees that it will actively participate in the implementation of a "Program for Equal Employment" in the State of New York.
- 20d) The CONTRACTOR hereby affirms that it has received and read the WIOA laws and the rules and regulations of the United States Department of Labor promulgated there under.

21. NON-DISCRIMINATION

- 21. CONTRACTOR further agrees that it will abide by the provisions of the Executive Law of New York and particularly Section 296, which prohibits unlawful discrimination based upon race, color, national origin, sex, age or religion and to provide equal opportunity in employment to each individual under Title VI of the Civil Rights Legislation of 1964 and the Rules and Regulations of the United States Department of Labor. The CONTRACTOR further agrees that it will actively participate in the implementation of a "Program for Equal Employment" in the State of New York.

22. ADDITIONAL CERTIFICATIONS

- 22a) It will comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- 22b) It will comply with the Drug-Free Workplace Act Subtitle D, Title V of the Anti-Drug Abuse Act of 2014 (Public Law 100-690), and as a condition of this agreement it will certify that it will provide a drug-free workplace by signing the DOOR form entitled "Certification Regarding Drug-Free Workplace Requirements".
- 22c) It will comply with the Town of Hempstead Policy on "Sexual Harassment" which states:

"It is the policy of the Town of Hempstead to prohibit the harassment of any employee or member of the public by any employee on account of that person's sex. The Town does not condone and will not tolerate sexual harassment by its employees or the sexual harassment of employees by anyone, including any supervisor, co-worker, vendor or member of the public".
- 22d) This agreement is subject to the provisions of Article 18 of the General

Municipal Law of the State of New York, as amended; and the provisions of the Town of Hempstead's Code of Ethics, as amended; and the provisions of the Anti-Discrimination Order of Nassau County.

- 22e) The CONTRACTOR hereby affirms that it has received and read the WIOA Law and the rules and regulations of the United States Department of Labor promulgated there under and that it will abide thereto.

23. GRIEVANCE PROCEDURES

CONTRACTOR acknowledges the existence and availability of the "DOOR Grievance Procedure." A copy of the outline of such procedure is attached hereto. The CONTRACTOR acknowledges receipt of such procedures.

24. AFFIRMATIVE ACTION/EQUAL OPPORTUNITY NON-DISCRIMINATION

- 24a) As a condition to the award of financial assistance under WIOA/TANF from the Department of Labor, the CONTRACTOR assures, with respect to operation of the WIOA/TANF funded program or activity and all agreements or arrangements to carry out the WIOA/TANF funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I/TANF/ARRA-financially assisted program or activity; the Non-traditional Employment for Woman Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended; which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. CONTRACTOR assures that it will comply with all applicable requirements imposed by or pursuant to regulations implementing those laws including, but not limited to, 29 CFR Part 34.

- 24b) The CONTRACTOR also assures that it will comply with 29 CFR Part 37.20 and all other regulations implementing the laws listed above. This assurance applies to the CONTRACTOR's operation of the WIOA Title I/TANF-financially assisted program or activity, and to all agreements the CONTRACTOR makes to carry out the WIOA Title I/TANF-financially assisted program or activity. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

- 24c) It is the policy of DOOR not to discriminate in the award of contracts on the basis of race, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship.

25. MONITORING FOR COMPLIANCE

- 25a) DOOR will monitor the EO compliance status of its subrecipient annually. Periodic on site reviews of subrecipients will be conducted to assess their EO compliance posture, the results of which are communicated to the subrecipient in writing.

- 25b) The DOOR Equal Opportunity designee who will be responsible for transmitting complaints of discrimination as prescribed by the Division of Equal Opportunity Development (DOED) is listed below:

Name: Sal Scibetta
Title: EEO Officer
Address: Town of Hempstead Department of Occupational Resources
50 Clinton Street, Suite 400
Hempstead, New York 11550
Telephone #: (516) 485-5000, extension 1205

26. MODIFICATIONS

26. Any changes requested or required shall be in written form only and signed by both parties to this contract.

27. FEES

27. Neither party to this agreement shall charge a participant a fee for the referral or placement of said trainee under this agreement.

28. KICKBACKS

28. Both parties to this CONTRACT ensure that their offices employee and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this contract.

29. CONFLICT OF INTEREST

- 29a). Both parties agree to prohibit employees from using their positions for a purpose that is or gives the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family, business, or other ties.

- 29b) CONTRACTOR agrees that it shall not hire a person in an administrative capacity, staff position or on-the-job training position funded under WIOA if a member of that person's immediate family is engaged in an administrative capacity for the CONTRACTOR, DOOR, or the Workforce Development Board, hereinafter referred to as "WDB".

30. INDEPENDENT OF COVENANTS

30. If any term or provision of this contract is held invalid, the remainder of the remainder of the contract shall not be affected and shall survive the removal of the invalid term or provision.

31. SECTARIANISM

31. Participants shall not be employed on the construction, operation, or maintenance or so much of any facility, as is used or be used for sectarian instruction or as a place for religious worship.

32. CONFIDENTIALITY OF RECORDS

32. The CONTRACTOR agrees to maintain as confidential all information regarding participants or their immediate families directly related to their participation in the program funded under this Agreement, and unless prior permission of the participants or their immediate families is given, such information shall be divulged only as required by the terms of the Agreement or by superseding legislation or court order.

33. NEPOTISM

- 33a) The CONTRACTOR agrees that no officer in its organization is related by blood or marriage to any participant funded under this contract.
- 33b) The signature for the CONTRACTOR and DOOR certify that the information provided in this agreement is true and accurate and that signers agree to and will abide by all the terms set forth in this agreement and the attached schedules and rider.
- 33c) The CONTRACTOR further agrees that in the event any participant becomes so related, it will notify DOOR immediately so that DOOR may terminate any funds or services to the participant.

34. DISPUTES

34. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by DOOR, which shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of DOOR can be appealed to the New York State Department of Labor

35. DRUG-FREE WORKPLACE

35. The CONTRACTOR hereby affirms it will abide by the provisions of the Drug – Free Workplace Act of 1988 (Public Law 100-690) enacted November 18, 1988 and effective March 18, 1989 that requires the maintenance of a drug-free workplace.

36. DEBARMENT AND SUSPENSION REGULATIONS

36. The CONTRACTOR agrees to provide DOOR with a “Certificate Regarding Debarment and Suspension” stating that it and its principals are not debarred, ineligible or voluntarily excluded from the covered transaction by any federal agency. This certification will relieve the Town of Hempstead, DOOR, the WDB, the and their officers, servants, agents and employees from liability for allowing debarred or suspended persons to participate in a covered transaction. The CONTRACTOR certifies that it and its principals do not appear on the federal “List of Parties Excluded from Procurement or Non-Administration (GSA)”.

37. PUBLICITY

37. The CONTRACTOR agrees that whenever information related to a program sponsored under this Agreement appears in the media, in any publication, or in any promotional way the CONTRACTOR will include a statement that such program is funded by the Town of Hempstead WDB and DOOR. The CONTRACTOR consents that its name may be used by the WDB and DOOR is promotional and public information material.

38. ADDITIONAL COMPLIANCE

38. All literature, brochures, marketing material, DVDs, VHS tapes, computer programs and applications, etc., developed as a result of this contract are the sole property of the Town of Hempstead Department of Occupational Resources and may not be marketed, sold, copied or distributed in any manner by the CONTRACTOR and his agents.

39. CERTIFICATION REGARDING LOBBYING

39. The CONTRACTOR shall sign the certification regarding lobbying as required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$1000,000, as defined at 34 CFR Part 82, Section 32.105 and 82.110. Such certification shall be deemed to be part of this agreement as though fully set forth herein.

40. POLITICAL ACTIVITIES

40. The CONTRACTOR agrees that neither the program, nor the funds provided shall in any way or to any extent be used in the conduct of political activities, nor shall any participant be selected or discriminated against in any way based on political belief or affiliation.

41. LICENSING

41. If the CONTRACTOR is an education or training institution, then the CONTRACTOR shall furnish DOOR with a copy of the New York State Department of Education enrollment or other appropriate approval which authorized CONTRACTOR to conduct such training which is provided for by this contract.

42. SALARY AND BONUS LIMITATIONS

42. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

43. NON-DUPLICATION OF OTHER FEDERAL, STATE AND LOCAL FUNDS

43. In the event the CONTRACTOR is the recipient of other Federal and/or State and/or local government grants, awards, or monies, it is expressly understood and agreed that the CONTRACTOR shall not bill or charge DOOR for services rendered, equipment and/or material purchased, and operating expenses allowed, for any or all such services, equipment and expenses and material which are provided or financed by other Federal and/or State and/or local government funding sources, or any other source whatsoever.

44. WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS

44. The CONTRACTOR shall secure and maintain Workers' Compensation Insurance and Disability Benefits as required by the State of New York for the life of this contract. In accordance with Workers' Compensation Law Sections 57 and 220(8), CONTRACTOR must be legally exempt from obtaining workers' compensation insurance coverage; or obtain such coverage from an insurance carrier; or be a Workers' Compensation Board approved self-insured employer or participate in an authorized group self-insurance plan. As a condition for entering into this contract, CONTRACTOR must provide one of the following forms to DOOR:

- (a) WC/DB-100, Affidavit for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Insurance Coverage Is Not Required (Must be stamped as "received" by New York State Workers' Compensation Board); or
- (b) C-105.2 – Certificate of Workers' Compensation; or
- (c) SI-12 – Certificate of Workers' Compensation Self-Insurance.

Also as a condition for entering into this contract, CONTRACTOR must provide one of the following forms to DOOR:

- (A) DB-120.1 – Certificate of Disability Benefits Insurance; or
- (B) DB-155 - Certificate of Disability Benefits Self-Insurance.

45. INVENTIONS

- 45. DOOR will retain all patent rights with respect to any discovery or invention which arises or is developed in the course of or under this agreement.

46. PRIORITY OF SERVICE

- 46. Contractor agrees to comply with the **HempsteadWorks Adult Priority of Service Policy** as stated below:

In accordance with WIOA, Sec.134 (c)(3)(E), with respect to funds allocated for adult career services and training activities, priority shall be given to recipients of public assistance, other low income individuals, and individuals who are basic skills deficient. The following are additional groups to receive priority:

- Veteran
- Displaced homemaker
- Native American
- Individual with disability (including youth with disabilities and recovering addicts)
- Older individual (55 and over)
- Individual currently and formerly involved in the justice system
- Homeless individual or homeless youth
- Youth who is in or has aged out of the foster care system
- Individual who is an English language learner
- Individual facing substantial cultural barriers
- Migrant and seasonal farm worker
- Single parent (including single pregnant women)
- Long-term unemployed (20 weeks or more) individual

In order to determine if an adult meets these priority criteria, the **WIOA Adult Priority of Service Determination Form**, included as **Appendix A**, will be completed at the time of intake registration. **Adult participants who do not meet the priority of service criteria established under WIOA Sec. 134(c)(3)(E), or**

under the additional priority criteria established by the LWDB, may participate in WIOA-funded adult career services and training activities when funding is sufficient to provide services for those in the priority categories.

In addition, the Jobs for Veterans Act of 2002 made a number of amendments to encourage military veterans' access to services within an integrated one-stop service delivery system. One such amendment creates a priority of service for veterans (and some spouses) "who otherwise meet the eligibility requirements for participation" in United States Department of Labor training programs. As mandated in Federal regulation, One-Stop Career Centers are required to implement priority of service and will need to have clear strategies for providing veterans and eligible spouses of veterans with quality service at every phase of services offered. Veterans' priority of service was also mandated in the Final Rule, 20CFR Part 1010, which went into effect on January 19, 2009. Also, the American Recovery and Reinvestment Act (ARRA) of 2009 requires a statutory priority for recipients of public assistance and other low-income individuals. New York State Department of Labor Technical Advisory Number 09-16 provides the following clarification to reconcile the application of priority of service under ARRA with the Jobs for Veterans Act of 2002: "It is important to understand that veterans' priority of service is not intended to displace the core mission of any particular program. More specifically, a priority of service within a priority is created for those programs that are derived from a federal statutory mandate (such as ARRA) that requires a priority or preference for a particular group of individuals. As an example, when we collectively compare recipients of public assistance and other low-income individuals with veterans and eligible spouses of veterans, the following priority order is applicable:

1. The first population to receive intensive and training services is public assistance, low-income, or basic skills deficient veterans (or eligible spouses of veterans);
2. The second priority is for public assistance, low-income or basic skills deficient non-veterans;
3. The third priority is for veterans (or eligible spouses of veterans) who are not low income, receiving public assistance or basic skills deficient;
4. The last priority is for adults who are non-veterans who are not low-income, receiving public assistance or basic skills deficient."

***Veteran**

*Under the Final Rule, a veteran is defined as "a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable." This is essentially the same as the WIOA definition found in WIOA Law at Section 101(49). Active service includes full-time duty in the National Guard or a Reserve component, other than full-time duty for training purposes. This definition to be applied for the purposes of the priority differs from and is broader than the definition of "eligible veteran," which is applied under Veterans and Wagner-Peyser grant programs. Under Title 38, United States Code Section 4211, the term "eligible veteran" means a person who – (A) served on active duty for a period of more than 180 days and was discharged or released therefrom with other than a dishonorable discharge; (B) was discharged or released from active duty because of a service-connected disability; or (C) as a member of a reserve component under an order to active duty, served on active duty during a period of war or in a campaign or expedition for which a

campaign badge is authorized and was discharged or released from such duty with other than a dishonorable discharge. It is very important that the distinction between the two definitions is understood and applied correctly. USDOL is bound by law to use the "Final Rule" definition as it was the intent of Congress that priority of service be made available to a broad category of former service members. However, the definition of veteran to be applied for the purposes of the priority does not alter the statutory reporting requirements for Wagner-Peyser and Veteran Grants, which require application of the more narrowly defined definition of eligible veteran. In other words, a veterans' priority is not intended to displace the core mission of any particular program.

****Eligible Spouse**

Under Title 38, United States Code Section 4215(a), the term "eligible spouse" means – (A) the spouse of any person who died of a service-connected disability; (B) the spouse of any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than ninety days: (i) missing in action, (ii) captured in line of duty by a hostile force, or (iii) forcibly detained or interned in line of duty by a foreign government or power; or (C) the spouse of any person who has a total disability permanent in nature resulting from a service-connected disability; or (D) the spouse of a veteran who died while a disability so evaluated was in existence. USDOL provides additional clarification for "A" and "D" above by indicating that the re-marriage of the spouse would not terminate their eligibility. However, if a spouse becomes divorced from a veteran under "B" and "C" above, eligibility for priority of service is terminated. It is further understood that the JVA does not exclude from eligibility spouses who were not citizens at the time that the veteran was discharged or retired, nor does it stipulate that a spouse had to be married to a veteran at the time of his or her discharge or retirement.

*****Economically Disadvantaged (i.e. Low Income) Individual**

The parameters to be used to qualify someone as a low-income individual are defined in the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128) at Section 3(36). Additionally, in order to consider an individual as a "family of one," our local policy defines the phrase contained in the passage of the statute "received an income," to mean that an individual living with other family members (as defined in WIOA Sec. 101 (15)), must have received sufficient income to contribute to fifty percent (50%) or more of that individual's support for the last six (6) months prior to participation. Income earned while on active duty status is disregarded in our eligibility determinations.

47. APPENDICES

48. Appendices A, B, C & D are attached and made part of this agreement.

49. EXECUTION

49. The signatures for the **CONTRACTOR** and **DOOR** below certify that the information provided in this contract is true and accurate and that the signers agree to and will abide by all the terms set forth in this contract and the attached schedules and riders.

WE, the undersigned, have read the above Agreement and fully understand the terms and conditions of this contract.

CONTRACTOR

Name of Contractor:
Address of Contractor:

Authorized Representative: _____ Title _____
(Please Print)

Authorized Representative Signature: _____
Date _____

DOOR:

BY: _____ Date _____
Gregory R. Becker, Commissioner



I hereby audit and this contract for the sum of \$ _____ from
the WIOA Title I _____/TANF/other local, state and federal funds and
order encumbrance drawn against fund or account indicated above.

Town Comptroller or his designee Date

STATE OF NEW YORK }
COUNTY OF } ss:

On the day of , 2019, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of , 2019, before me, the undersigned, personally appeared Gregory R. Becker, as the Commissioner of the Department of Occupational Resources of the Town of Hempstead, the municipal corporation described in and which personally executed the foregoing instrument, being personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individual, or the person on behalf of which he acted, executed the instrument.

Notary Public

Appendix A

Proposal

Appendix B

Terms and Conditions

I. Payments to CONTRACTOR shall be made in accordance with the Budget include in Appendix A, not to exceed:

a) Database Management and Development

\$85.00 per hour for an estimated 28 hours per week

b) Local Area Network Administration

\$85.00 per hour for an estimated 10 hours per week

c) Web Development

Hosting of website at \$110.00 per month. \$85.00 an hour for additional services

II. CONTRACTOR will perform the following services:

1. Data Base

- Analyze user needs and the continuing process of data flow, collection, and documentation to provide timely and accurate information output systems and audit trails to accommodate WIOA and other agency reporting and data maintenance requirements;
- Prepare specialized utility programs for complex data manipulation and transfer to new systems;
- Use Microsoft Access to create data files, entry screens and reports
- Provide data transfer facility allowing for merging multiple media sources such as spreadsheets, document scans, and other sources into data base or Excel applications;
- Provide follow-up communications via web interface, E-mail, or mail or program outreach, customer notification relating to continuing employment and training opportunities, satisfaction or needs surveys, or post program outcomes.
- Interface data base operations with the OSOS.

2. Local Area Network

- Install, configure, and support local area network, and internet system communications;
- Maintain network hardware and software, including workstations and related peripheral equipment and related software;
- Monitor network to ensure network availability to all system users and perform necessary maintenance to support network availability;
- Plan, coordinate and implement internet security measures.
- Interface local area network operations, firewalls and security protocols with OSOS.

3. Web Development

- Data storage on a server

- Design of Home Page and supplemental pages, including custom graphics and images that can be scanned
- Hosting of web site
- Search engines optimization
- Document conversion
- Establishment of HTML linkages to a variety of Internet URLs as designated by DOOR
- Establishment of data base inquiry systems
- Establishment and maintenance of E-Mail accounts
- Deployment of new and maintenance of existing application content
- Upgrades of content
- Management of user security access
- Maintenance of a reporting feature which measures system usage
- Multimedia services
- Programming services
- Train DOOR to administer site
- Train DOOR to enhance and revise content
- Design of collateral/marketing material
- Improve mobile compatibility
- Improve security
- Upgrade CMS system

Appendix C

Participant Eligibility

All eligibility will be conducted by DOOR.

Appendix D

Assurances

**TOWN OF HEMPSTEAD WORKFORCE DEVELOPMENT BOARD (WDB)/
DEPARTMENT OF OCCUPATIONAL RESOURCES (DOOR)
EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND
NON DISCRIMINATION POLICY**

- I. No person will be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. Furthermore, no person will be excluded from participation in, denied the benefits of, or subject to discrimination under a Workforce Innovation and Opportunity Act (WIOA), Balanced Budget Act Welfare-to-Work (WtW) or Temporary Assistance to Needy Families (TANF) funded program, on the grounds of their citizenship, participation in WIOA, WtW, TANF, race, color, religion, sex, national origin, age, disability, political affiliation, or belief.
- II. The WDB and DOOR will not discriminate in the award of contracts on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship.
- III. The WDB and DOOR will not discriminate on any prohibited grounds to: registrants, applicants, and eligible applicants/registrants; participants; applicants for employment and employees; unions or professional organizations that hold collective bargaining or professional agreements with the recipient; subrecipients that receive WIOA, WtW or TANF funds from the recipient; and members of the public including those with impaired vision or hearing.
- IV. WIOA, WtW and TANF financially assisted programs are equal opportunity programs and auxiliary aids and services are available upon request to individuals with disabilities.
- V. Services and information will be provided in languages other than English when there is a significant number or proportion of the population eligible to be served or likely to be directly affected by a WIOA, WtW or TANF financially assisted program or activity, that may need services or information in a language other than English.
- VI. The Town of Hempstead/City of Long Beach Local Workforce Innovation and Opportunity Area (LWIOA) Equal Opportunity (EO) Officer who will be responsible for transmitting complaints of discrimination to the Director of Civil Rights Center is listed below:

Name: Sal Scibetta
Address: Town of Hempstead
Department of Occupational Resources
50 Clinton Street
Suite 400
Hempstead, New York 11550

Telephone Number: (516) 485-5000
- VII. DOOR will monitor the EO compliance status of its subrecipients and annually. Periodic on site reviews of subrecipients will be conducted to assess their EO compliance posture, the results of which are communicated to the subrecipient in writing.

Received by _____
(sign name)

(print name)

Date _____

Rev. 05/23/05

WIOA Title I Complaint/Grievance Procedure and Discrimination/Criminal Complaint Procedure
Local Workforce Development Area Name: Town of Hempstead/City of Long Beach

Designated Grievance Officer: Kurt Rockensies

Phone: 516-485-5000, ext. 1154

Email: Krockensies@hempsteadworks.com

Designated Hearing Officer: Sal Scibetta

Phone: 516-485-5000, ext. 1205

Email: Sscibetta@hempsteadworks.com

1. The process starts when a complaint/grievance is filed with the Grievance Officer. The officer must log the complaint, and review it to seek a resolution.
 - a. Note, while not required, customers are encouraged to file complaints using the Customer Complaint Information Form (Attachment C). This same form can be utilized to file complaints under the Title III Wagner-Peyser program and/or for discrimination complaints filed under Section 188 of the Workforce Innovation and Opportunity. Appropriate procedure should be followed when filing a complaint in those cases.
2. A hearing will be scheduled at least thirty (30) calendar days, but no more than forty-five (45) calendar days, from the filing of the complaint/grievance to provide the person or entity (Complainant) with an opportunity to present witnesses and other evidence.
 - a. Notice of the grievance hearing shall be in writing and include: the date, the time, and place of hearing; a statement of the law and regulations under which the hearing is to be held, and a short and clear statement of the complaint/grievance.
 - b. Note that if the Grievance Officer is successful in reaching an informal resolution with the Complainant prior to the date of the scheduled hearing, the scheduled hearing will be adjourned.
3. At the Local Area level, a written Decision must be issued to the Complainant by the Hearing Officer within sixty (60) calendar days of the filing of the complaint/grievance.
4. Complainants not in receipt of a written decision within sixty (60) calendar days of filing the complaint/grievance have the right to request a State Level review. Such a request must be filed within fifteen (15) calendar days from the date on which the Complainant should have received a written decision. The request for State Level Review must be filed with the State Level Grievance Officer. State level appeals must be submitted by certified mail, return receipt requested to:

State Level Grievance Officer
New York State Department of Labor
W. Averell Harriman State Office Building Campus
Building 12, Room 440,
Albany, New York 12240-0001

5. The Complainant also has the right to request a State Level review of an adverse decision issued by the Local Level Hearing Officer. Such request must be filed with the State Level Grievance Officer within ten (10) calendar days of receipt of the adverse decision.
6. State Level Review shall only proceed to the extent that a Local level hearing has been held, findings of fact made, and a decision rendered. If not, the State Level Grievance Officer shall return the complaint/grievance to the Local Level Grievance Officer with instructions on how to complete the review and hearing process.
7. To the extent that Local Level Hearing is complete, requests to review the Local Level Hearing decision shall be limited to any allegations of procedural errors or errors in interpreting or applying the law. Findings of Fact must occur at the Local Level. Any finding at the State Level indicating that errors were made at the Local Level in making Findings of Fact will be returned to the Local Level for further review.
8. If a State Level Review is requested, the State Level Grievance Officer shall investigate the complaint/grievance, seek resolution, and issue a written decision within sixty (60) calendar days of receipt of a request for a review by a Complainant.
9. A hearing will be scheduled at least thirty (30) calendar days, but no more than forty-five (45) calendar days, from the filing of the complaint/grievance.
 - a. Note that if the State Level Grievance Officer is successful in reaching an informal resolution with the Complainant prior to the date of the scheduled hearing, the scheduled hearing will be adjourned.

10. Complainants either not given a hearing or who did not receive a hearing decision within sixty (60) calendar days of requesting State Level Review, and which were not remanded back to the Local Level, have the right to request a Federal Level Review. Such a request must be filed within fifteen (15) calendar days from the date on which the Complainant should have received a written decision.
11. Complainants in receipt of a written State Level hearing decision, have the right to request a Federal Level Review. Such a request must be filed within ten (10) calendar days from the date on which Complainant received the written hearing decision. Such requests must allege either procedural violations or errors in interpreting or applying the law at the lower level hearing. Federal Level Appeals must be submitted by certified mail, return receipt requested, to the Secretary, U.S. Department of Labor, Washington, DC 20210, Attention: ASET. A copy of the appeal must be simultaneously provided to the appropriate ETA Regional Administrator (address below) and the opposing party.

U.S. Department of Labor Employment and Training Administration
25 New Sudbury St.,
John F. Kennedy Federal Building, Room E-350
Boston, MA 02203

Discrimination Complaints

Applicants, participants, and staff alleging discrimination based upon race, national origin, citizenship, sex, age, color, political affiliation, religious belief, or retaliation must file their complaints directly with the United States Department of Labor, Office of Civil Rights, within 180 days of the occurrence of the allegedly discriminatory action. A complaint may be filed by official form, letter, telephone call, or visit to: Director, Office of Civil Rights, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N4123, Washington, DC, 20210. Complaints alleging discrimination on the grounds of handicap will be received and processed on the local level as part of the regular Workforce Development Area grievance process outlined above as "General Procedures."

Criminal Complaints

All information and complaints involving fraud, abuse, or other criminal activity shall be reported immediately to the United States Department of Labor, 200 Constitution Avenue, NW., Washington D.C. 20210. A duplicate notice should also be sent at the same time to the New York State Department of Labor, in care of State Representative, New York State Department of Labor, State of New York Department of Labor, Division of Employment and Workforce Solutions, 75 Varick Street, New York, New York 10003.

WIOA/TANF Program Complaint Resolution Officer

The WIOA/TANF Program Complaint Resolution Officer may be reached at the Department of Occupational Resources, 50 Clinton Street, 4th Floor, Hempstead, New York 11550, (516) 485-5000. The Grievance Officer will provide you with any forms or technical assistance which you may require in order to file or process a grievance or complaint. The WIOA Program Complaint Resolution Officer is also responsible for the receipt and resolution of complaints. If your complaint is not WIOA/TANF-related, it will be referred to the appropriate agency or agencies. Your complaint may also involve or entitle you to recourse from other state or federal agencies pursuant to other state and federal laws. To the maximum extent possible, the identity of a complainant will be kept confidential consistent with applicable law and a fair determination of the complaint. The making of a complaint will in no way affect your status or participation in or with the WIOA/TANF program. If you have any questions concerning this procedure or wish to file a complaint or grievance, please contact the WIOA/TANF Complaint Resolution Officer.

Received by: _____
(sign name)

Date: _____

**CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-wide Requirements for Drug-free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed with the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 84, Sections 85.105 and 85.110 -

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not, within a three-year period preceding this application and/or contract, had one or more public transactions, whether Federal, State or Local, terminated for cause or default; and been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(b) of this certification, and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE

(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 --

- A. The applicant that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington, D.C. 20202-4571. Notice shall include the identification number of each affected grant.

Check here if there are any workplace on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT	PREAWARD NUMBER and/or PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

RESPONSIBILITY QUESTIONNAIRE 7/13/06

Instructions:

Please complete this form answering every question. A "Yes" answer to questions 1-22 requires a written explanation attached to the questionnaire and submitted on company letterhead signed by an officer of the company.

Questions:

Within the past five years, has your firm, any affiliate, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:

(1) a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes ___ No ___

(2) a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes ___ No ___

(3) an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?

Yes ___ No ___

(4) an investigation for a civil violation for any business related conduct by any local, state or federal agency?

Yes ___ No ___

(5) a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes ___ No ___

(6) a local, state or federal suspension, debarment or termination from the contracting process?

Yes ___ No ___

(7) a local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?

Yes ___ No ___

(8) a local, state or federal denial of a lease or contract award for non-responsibility?

Yes ___ No ___

(9) an agreement to voluntary exclusion from bidding/contracting?

Yes ___ No ___

(10) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?

Yes ___ No ___

(11) a local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?

Yes ___ No ___

(12) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?

Yes ___ No ___

(13) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?

Yes ___ No ___

(14) a rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?

Yes ___ No ___

(15) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?

Yes ___ No ___

(16) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?

Yes ___ No ___

(17) a rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?

Yes ___ No ___

(18) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of

- federal, state or local health laws, rules or regulations
- unemployment insurance or workers' compensation coverage or claim requirements
- ERISA (Employee Requirement Income Security Act)
- federal, state or local human rights laws
- federal or state security laws
- federal INS and Alienage laws
- Sherman Act or other federal anti-trust laws?

Yes No

(19) a finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

Yes ___ No ___

ADDITIONAL QUESTIONS

(20) Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

Yes ___ No ___

(21) Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

Yes ___ No ___

(22) During the past three years, has the vendor failed to:

(a) File returns or pay any applicable local, state or federal government taxes?

Yes ___

No ___

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability: _____

(a) File returns or pay New York State Unemployment Insurance?

Yes ___ No ___

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability: _____

(23) Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

Yes ___ No ___

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: _____

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number: _____

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; 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 of up to \$10,000 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

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 New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a 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 Officer

Address Typed Copy of Signature

City, State, Zip Title

Principal place of business if different from address listed above (include complete address):

FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

A. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I -financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

B. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIOA Section 505 – Buy American Requirements.

C. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

D. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on

current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

STATE CERTIFICATIONS

E. CERTIFICATION REGARDING "NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer Yes or No to one or both of the following, as applicable.)

1. Has business operations in Northern Ireland:

Yes No

If Yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of its compliance with such Principles.

Yes No

F. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit to bid for the purpose of restricting competition.

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Bidder/Contractor and that the foregoing statements are true and accurate.

Signature of Authorized Representative _____

Title _____

Date _____

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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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 \$10,000, 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 Section 163.6.a).

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 because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. 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.

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 there under. 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 (2NYCRR 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 setoff 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 Page 2 June, 2006 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) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 section. The 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 Governor's Office 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 State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and Page 3 June, 2006 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 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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL.

In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

CERTIFICATION

I hereby certify that the following is a true copy of resolution duly adopted by the Board of Directors of _____, a domestic corporation, at a meeting held on _____ 20____, at which a quorum was present, that said resolution has not been rescinded or modified, and it still in full force and effect, that said resolution is not contrary to any provision in the Certificate of Incorporation or By-Laws of said corporation, and that said certification is made knowing that the Town of Hempstead Department of Occupational Resources at 50 Clinton St., Suite 400, Hempstead, New York, will rely upon this certification incident to the execution of any documents by _____ with respect to Contract No. _____ pertaining to _____

RESOLVED, that _____
is hereby elected as _____
of _____
with full authority to enter into any agreement or transaction on behalf of
the corporation.

WITNESS my hand and seal this _____ day of _____,
20____.

(Secretary)

(Seal)

Note. This form must be completed for all agreements that will be executed by an officer other than President or Superintendent.

ATTENDANCE POLICY

The Department of Occupational Resources (DOOR) has established the following attendance policy for all participants enrolled in Education Training activities.

Participants who are absent for five (5) percent or _____ days of the total class meetings will be notified by the Department of Occupational Resources and placed on probation.

Participants who are absent for ten (10) percent or _____ days of the class meetings may result in cancellation of their scholarship voucher and termination from the education and/or training program.

All absences must be reported to the education and/or training institution. Excused absences will be limited to job interviews, jury duty, probationary meetings, and personal illness which in excess of three (3) days must be confirmed by a doctor's note. Excused absences will not be charged against probationary notice or result in cancellation of this scholarship voucher or termination from the program.

The Department of Occupational Resources will review participants' timesheets, attendance records, and progress reports. Based on this review, the Department of Occupational Resources may cancel this scholarship voucher and remove from the program, at any time, any participant it deems to be unacceptable for further education and training under program guidelines.

I have read the Department of Occupational Resources attendance policy, understand it, and will abide by it.

Name _____

Date Received _____

CASE NO.

RESOLUTION NO.

Adopted:

Councilman _____ offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT OF HUMAN RESOURCES TO EXECUTE A PERSONAL SERVICE CONTRACT WITH THE CORPORATION OF EMPOWER ME COACHING, LLC, FOR HUMAN RESOURCES RELATED CONSULTING SERVICES FOR THE YEAR 2019

WHEREAS, it is necessary to employ a human resources consultant to provide advice with regard to human resource practices, employment and civil service procedures and laws, as well as town policies related to personnel and health administration.

WHEREAS, the corporation of Empower Me Coaching, LLC, has an extensive background and experience in all phases of employment, and is deemed to be highly qualified to act as human resources consultant to Town, and

WHEREAS, this Town Board deems it to be in the public interest to engage the corporation of Empower Me Coaching, LLC, for the purpose of rendering consultation and advice in the field of human resources and employment for the year 2019.

NOW THEREFORE, BE IT

RESOLVED, the Department of Human Resources, hereby is authorized to execute a contract for human resources consulting services by and between the Town of Hempstead, and Empower Me Coaching, LLC, 50 Little Neck Road, Centerport, N.Y. 11721, for the purpose of rendering consultation and assistance in the area of human resources and employment practices for the calendar year 2019 and BE IT FURTHER

RESOLVED, that the Department of Human Resources, hereby is authorized to make payments in the amount Of \$150.00 per hour not to exceed \$2,000.00 for services rendered and BE IT FURTHER

RESOLVED, that said fee shall be paid from the General Fund "Fees and Services", account number 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 52

Case # 29840

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, St. Hedwig's Roman Catholic Church of Floral Park, has agreed to provide to the Town of Hempstead for use by the Floral Park-Bellerose Senior Citizens a portion of the premises located at the northwest corner of Jericho Turnpike and Willis Avenue, Floral Park, NY to be used on Monday and Wednesday from 9:00 a.m. to 3:30 p.m. of each and every week for the period commencing January 1, 2020 and ending December 31, 2020 for the sum of \$13,110.00 payable \$3,277.50 quarterly; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and she hereby is authorized and directed to enter into an agreement in writing with St. Hedwig's Roman Catholic Church, 1 Depan Avenue, Floral Park, NY, County of Nassau, State of New York, wherein the Town of Hempstead will pay St. Hedwig's Roman Catholic Church for use of certain parts of premises located at the northwest corner of Jericho Turnpike and Willis Avenue, Floral Park, NY, to be used for recreational purposes by the Floral Park-Bellerose Senior Citizens on Monday and Wednesday of each and every week for a period commencing January 1, 2020 and ending December 31, 2020 from 9:00 a.m. to 3:30 p.m. for the sum of \$13,110.00 payable \$3,277.50 quarterly; and

BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

53

Case #

13561

Case No.

Resolution No.

Adopted:

Council(wo)man
adoption:

offered the following resolution and moved its

RESOLUTION IMPLORING THE STATE OF NEW YORK TO IMMEDIATELY AMEND OR DELAY IMPLEMENTATION OF BAIL AND DISCOVERY REFORM LAWS THAT WILL ENDANGER THE PEOPLE OF NEW YORK AND REVERSE DECADES OF BIPARTISAN PROGRESS IN REDUCING CRIME

WHEREAS, the Town of Hempstead Town Board recognizes the need for statewide bail and discovery reform, and

WHEREAS, protecting the people from harm by enforcing the rule of law is the foundational role of government, and

WHEREAS, local governments are vested by the State of New York with the responsibility to protect the most vulnerable among us, including the socioeconomically disadvantaged, the disabled, the elderly, and children, and

WHEREAS, no group is more vulnerable than the victims of crime, and a just society demands that crime victims should be recognized as key participants within the criminal justice system and be treated with dignity, fairness, and respect, and,

WHEREAS, for the past twenty-five years the State of New York has committed itself to reducing crime, and has succeeded as evidenced by official U.S. Department of Justice Uniform Crime Reporting Statistics showing that New York transformed from the second most dangerous state in America in the early 1990s to the safest large state in America by the early 2000s, and

WHEREAS, in the final stages of adopting its FY 2020 budget, the State of New York enacted sweeping criminal justice reforms including the elimination of cash bail for many specific enumerated crimes and the imposition of stringent discovery mandates on police and prosecutors, and

WHEREAS, under bail reform, beginning January 1, 2020, judges will be stripped of their discretion to set bail for many specific enumerated crimes, which means those suspected of committing these crimes can no longer be held in jail after their arrest, regardless of the strength of the case against these defendants, or the length of the potential sentence faced by these defendants, or the extent of the harm allegedly caused by these defendants, and instead these defendants will be released back into the general public, and

WHEREAS, these crimes include those that result in the deaths of innocent people, including several subcategories of homicide and manslaughter, resulting in those responsible for these deaths being released back into the community of grieving families, and

WHEREAS, these crimes include Making a Terroristic Threat and Money Laundering in Support of Terrorism in the Third and Fourth degree, resulting in those alleged to have supported terrorism in this manner, or who have threatened to commit acts of terrorism, being released immediately from police custody, and

Item # _____ 54

Page 1 of 3

Case # 10338

WHEREAS, these crimes include Promoting an Obscene Sexual Performance by a Child; Possessing an Obscene Sexual Performance by a Child; Failure to Register as a Sex Offender; and Patronizing a Person for Prostitution in a School Zone, resulting in suspected child predators being released and returning into our community, and

WHEREAS, these crimes include Aggravated Assault Upon a Person Less than Eleven Years Old; Reckless Assault of a Child by a Daycare Provider; Criminal Sale of a Controlled Substance to a Child; Abandonment of a Child; and Criminal Possession of a Weapon on School Grounds, resulting in those suspected to have physically harmed or endangered children in this manner being free from custody, and

WHEREAS, these crimes include Female Genital Mutilation; Stalking in the Second Degree; and Aggravated Harassment, resulting in those suspected of violating victims in this manner being returned to the community of those victims, and

WHEREAS, these crimes include Endangering the Welfare of a Vulnerable Elderly Person or an Incompetent or Physically Disabled Person, resulting in the potential for further endangerment of seniors and these defenseless individuals, and

WHEREAS, these crimes include Aggravated Cruelty to Animals; Torturing Animals and Injuring Animals, resulting in the immediate release of those suspected of deliberately injuring, torturing and killing animals, and

WHEREAS, these crimes include Assault in the Third Degree, Aggravated Vehicular Assault, and other crimes of physical violence against people, and

WHEREAS, these crimes include Burglary of a Residence, resulting in the immediate release of these individuals back into the neighborhoods they are suspected of targeting, and

WHEREAS, these crimes include Bail Jumping and Unlawfully Fleeing a Police Officer in a Motor Vehicle, resulting in release on recognizance of the very individuals who have demonstrated a propensity to evade the law, and

WHEREAS, all of the offenders mentioned heretofore are at risk of not showing up for court, thereby placing a burden on public employees who, under this law, are required to send multiple court appearance reminders to these offenders, as well as police officers and District Attorneys who must commit resources to tracking and pursuing those who evade prosecution, and

WHEREAS, all offenders who are currently being held in custody for non-qualifying crimes including those mentioned heretofore will be eligible for release from custody on January 1, 2020, and

WHEREAS, the discovery mandates imposed by the State of New York will require police and District Attorneys, beginning January 1, 2020, to turn over voluminous trial-related materials to defense attorneys within 15 days, creating a mandate that will inevitably not be achieved in some cases and may result in the inability of the People to properly prosecute cases against criminal defendants, and

WHEREAS, the office of New York State's chief law enforcement officer, Attorney General Letitia James, testified at a state legislative hearing on October 28, 2019, that there will be implementation difficulties because prosecutors across the state lack the resources required to fully comply with discovery mandates, and

WHEREAS, the Attorney General's office further testified that their own office, which carries a limited criminal caseload, lacks resources required to fully comply

with discovery mandates and consequently needs an additional \$10 million in state funding, and

WHEREAS, discovery reform will also result in an opportunity for defendants to gain access to crime scenes that may include a victim's residence, thereby giving defendants accused of burglaries, assaults, rapes and other crimes committed in victims' homes the right to return to those same homes, and

WHEREAS, the issues mentioned heretofore will undeniably impact past, present and future victims of crime in a negative manner, and in so doing, the bail and discovery reforms adopted by the State of New York will themselves further victimize these innocent individuals, and

WHEREAS, these bail and discovery laws, in their current form, represent a clear and present danger to society, will tilt the scales of justice in favor of suspected criminals and away from innocent crime victims, and risk reversing decades of bipartisan progress made by the State of New York in reducing crime, and

WHEREAS, the fundamental responsibility of governments to protect the vulnerable in society demands that the shortcomings of these laws be remedied prior to their effective date of January 1, 2020,

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead Town Board asks all local governments in New York State to urge their state representatives to take immediate action on the foregoing issues, and be it further

RESOLVED, that copies of this resolution be provided to every member of the New York State Legislature, Attorney General Letitia James, Lieutenant Governor Kathy Hochul, Governor Andrew Cuomo, Congresswoman Elise Stefanik, Senator Kirsten Gillibrand, Senator Charles Schumer, the New York State Association of Counties, the New York State Sheriffs' Association, the New York State Association of Chiefs of Police, the District Attorneys Association of New York, the New York State Defenders Association, the New York State Probation Officers Association, the New York Council of Probation Administrators, the Association of Justices of the Supreme Court of the State of New York, the New York State Association of City Court Judges, the County Judges Association of the State of New York, the County Attorneys' Association of the State of New York, and the New York State Association of Towns.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RENTING BY THE TOWN OF HEMPSTEAD OF CERTAIN PARTS OF PREMISES LOCATED AT 233 WOODLAWN ROAD, IN WEST HEMPSTEAD FROM THE CATHEDRAL POST 1087 AMERICAN LEGION, IN WEST HEMPSTEAD NEW YORK FOR USE BY THE WEST HEMPSTEAD SENIOR CITIZENS CLUB.

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

WHEREAS, this Town Board deems it to be in the public interest to rent premises in West Hempstead area of the Town Of Hempstead to be used for recreational purposes by the West Hempstead Senior Citizens Club; and

WHEREAS, Cathedral Post 1087 American Legion, has agreed to rent to the Town of Hempstead certain parts of the premises located at 233 Woodlawn Road, West Hempstead, NY, to be used for recreational purposes by the West Hempstead Senior Citizens Club, on Thursdays and Fridays during the months of January, February, March, April, May, June, September, October, November and December at the rate of \$320.00 (Three Hundred Twenty Dollars) per month, when the facility is used, during the period January 1, 2020 through December 31, 2020.

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and she hereby is authorized and directed to enter into an agreement in writing with Cathedral Post 1087 American Legion for certain parts of the premises located at 233 Woodlawn Road, West Hempstead, NY, to be used for recreational purposes by the West Hempstead Senior Citizens Club on Thursdays and Fridays during the months of January, February, March, April, May, June, September, October, November and December at the rate of \$320.00 (Three Hundred Twenty Dollars) per month, when the facility is used, during the period January 1, 2020 through December 31, 2020.

BE IT FURTHER

RESOLVED, that payment not to exceed \$3,200.00 (Three Thousand Two Hundred Dollars) for the period including January 1, 2020 through December 31, 2020 shall be made monthly in arrears when facility is used and upon presentation of valid claim form. Such funds to be paid from the Department of Senior Enrichment Code No. 010-0004-67720-4120, Rents & Space Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # 55

NOES:

Case # 26131

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF GENERAL SERVICES TO ACCEPT THE PROPOSAL FROM SHI INTERNATIONAL CORP. FOR BCC MAIL MANAGER RENEWAL OF ANNUAL SUBSCRIPTION OF BCC SOFTWARE, ON NYS CONTRACT # PD67647, IN USE BY THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION/MAIL SERVICES DIVISION, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, SHI International Corp. submitted a proposal for BCC Mail Manager Renewal, in use by the Department of General Services, Reproduction/Mailroom Division, Town of Hempstead, Nassau County, New York in the amount of \$2,679.60 (Two Thousand Six Hundred Seventy Nine Dollars and Sixty Cents) to be paid annually as follows:

PRODUCT	QTY	PRICE
Mail Manager Annual Renewal BCC Software – Part # MM2RN Distributor Based Software and Hardware NYS Contract # PD67647	1	\$2,679.60

WHEREAS, said proposal will be in effect from December 15, 2019 through December 15, 2020; and

WHEREAS, this Town Board, after due deliberation deems that the proposal submitted by SHI International Corp. is reasonable and in the best interest of the public;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services be and hereby is authorized to accept the proposal from SHI International Corp., Billing Address 290 Davidson Avenue, Somerset, New Jersey 08873, Mailing Address 5 W. Bank Street, Cold Spring, New York 10516 with said fees to be charged against Department of General Services Account No. 010-001-1490-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Roll # 56

17437

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT OF
NOTARY PUBLIC FEE FOR THE DEPARTMENT OF
GENERAL SERVICES, ADMINISTRATION
DIVISION.

WHEREAS, the Department of General Services, Administration Division in the performance of its official functions is required to cause the signatures of department officials and personnel to notarize; and

WHEREAS, Anita W. Scott Mastropasqua, employee of the Administration Division has been commissioned as a Notary Public for the purpose in connection with her official duties and responsibilities; and

WHEREAS, the Commissioner of the Department of General Services has advised this Board that the said commission was necessary for departmental need in executing official forms and documents of the Administration Division requiring notarization and that such licensing fee for the person before mentioned, amounting to a charge of \$60.00 for Anita W. Scott Mastropasqua for a period of four years; and

BE IT FURTHER

RESOLVED, that said total sum of \$60.00 be charged to the Department of General Services, Account Number 010-001-1490-4040, Office Expenses and be paid to the above individual upon submission of duly executed claim approved by the Town Comptroller.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

57

Case #

23560

Case No.

Resolution No.

Adopted:

Councilman

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR OF THE TOWN OF HEMPSTEAD TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH NASSAU COUNTY IN FURTHERANCE OF A STREET SCAPE IMPROVEMENT PROJECT ON UNIONDALE AVENUE IN UNIONDALE, TOWN OF HEMPSTEAD

WHEREAS, the Town of Hempstead Department of Planning and Economic Development (hereinafter "Department") is a Department of the Town of Hempstead ("Town") engaged in community development pursuant to General Municipal Law Article 15; and

WHEREAS, the Department develops and sponsors certain street scape programs within the unincorporated areas of the Town of Hempstead; and

WHEREAS, certain areas on Uniondale Avenue in the unincorporated area of Uniondale in the Town of Hempstead have been slated for street scape improvements; and

WHEREAS, Nassau County ("County") has approved in its Capital Plan a project to provide streetscaping improvements on Uniondale Avenue ("Project"); and

WHEREAS, County and Town, through Department have met and discussed the scope of the Project; and

WHEREAS, County has agreed to provide funding for the Project in an amount not to exceed One Million Dollars (\$1,000,000.00); and

WHEREAS, Town and County have negotiated an Inter-Municipal Agreement for County to provide such funding and manage construction of the Project and other improvements as set forth in the Inter-Municipal Agreement.

NOW THEREFORE BE IT

RESOLVED, the Inter-Municipal Agreement negotiated by the Town and County is hereby adopted; and

BE IT FURTHER

Item #

58

Case #

27511
20803

RESOLVED, the Supervisor is hereby authorized to execute the Inter-Municipal Agreement on the date that this Resolution becomes effective.

The foregoing Resolution was duly adopted upon roll call as follows:

Ayes:

Nayes:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING ACCEPTANCE OF
BID FOR STREETScape BEAUTIFICATION AT
UNIONDALE AVENUE PHASE 2, UNIONDALE,
TOWN OF HEMPSTEAD, NEW YORK.**

WHEREAS, the Town of Hempstead through the Department of Planning and Economic Development, by public notice in Newsday, duly published according to law, invited sealed bids for a Streetscape Beautification Project, located on Uniondale Avenue Phase 2, Uniondale, New York, in the Town of Hempstead, County of Nassau; and

WHEREAS, the Department of Planning and Economic Development received only one (1) bid in response to the subject project after publishing a Notice to Bidders on May 22, 2019 and July 12, 2019 in a widely read Newspaper accessible to the general public; and

- 1. Valente Contracting Corp. \$ 1,150,300.00

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that the Town of Hempstead accept the lowest responsible bid submitted by Valente Contracting Corp., 77 Jackson Avenue, Mineola, NY 11501, in the sum of ONE MILLION ONE HUNDRED FIFTY THOUSAND THREE HUNDRED AND 00/100 (\$1,150,300.00) DOLLARS for the Streetscape Beautification Project, located on Uniondale Avenue Phase 2, Uniondale, New York, in the Town of Hempstead, County of Nassau; and

WHEREAS, this Town Board deems it to be in the public interest to accept the aforementioned bid.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to accept the bid and execute the contract made by VALENTE CONTRACTING CORP. in the sum of ONE MILLION ONE HUNDRED FIFTY THOUSAND THREE HUNDRED AND 00/100 (\$1,150,300.00) DOLLARS with payments charged against the appropriate Community Development Account; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute any and all documents necessary to implement the project. Said documents shall include, but shall not be limited to inter-municipal agreements, award notices, change orders, notices to proceed, and any other documents that are reasonably required for the implementation and completion of the project.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Doc. No. 19-022
September 16, 2019

Item # 59

Case # 20803

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION OF TOH CONTRACT#: 03-2018 FOR:
YEARLY REQUIREMENTS FOR:**

OFFICE SUPPLIES & FLAGS

WHEREAS, the Division of Purchasing solicited proposals for TOH Contract#: 03-2018, Yearly Requirements For: Office Supplies & Flags; and

WHEREAS,

**Ray Block Stationery Company, Inc. and
All Flags & Flagpoles, Inc. and
Five Boro Banner & Sign Co Inc**

were the successful bidders and were each awarded a contract for the above referenced services from December 31, 2018 to December 31, 2019; and

WHEREAS, following an evaluation of the aforementioned contracts it has been determined that an extension of these contracts as contemplated in the specifications of said bid solicitation and contract award is warranted for the period of January 1, 2020 to December 31, 2020; and

WHEREAS, the Town Board has determined that these extensions 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#: 03-2018 , Yearly Requirements For: Office Supplies & Flags for a period of 01/01/2020 to 12/31/2020 to:

**Ray Block Stationery Company, Inc., 3 Plainfiels Avenue, Floral Park,
NY 11001 and**

**All Flags & Flagpoles, Inc., 97 Gnarled Hollow Road, E. Setauket, NY
11733 and**

**Five Boro Banner & Sign Co , 220-34 Jamaica Avenue, Queens
Village, NY 11428;**

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 as follows:

\$130,000 from Ray Block Stationery, Inc. and
\$10,000 from All Flags & Flagpoles, Inc. and
\$15,000 from Five Boro Banner & Sign Co

Item #

60

Case #

29734

To be paid out of the appropriate departments' office expense 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 THE AWARD
OF AN EXTENSION OF TOH CONTRACT#: 116-2018 FOR:
YEARLY REQUIREMENTS FOR:**

GENUINE REPLACEMENT PARTS & LABOR/SANITATION TRUCK BODIES

WHEREAS, the Division of Purchasing solicited proposals for TOH Contract#: 116-2018, Yearly Requirements For: Genuine Replacement Parts & Labor/Sanitation Truck Bodies; and

WHEREAS,

**Sanitary Equipment Company and
Vasso Waste Systems, Inc. and
L.I. Sanitation Equipment Co.**

were the successful bidders and were each awarded a contract for the above referenced services from November 19, 2018 to October 31, 2019; and

WHEREAS, following an evaluation of the aforementioned contracts it has been determined that an extension of these contracts as contemplated in the specifications of said bid solicitation and contract award is warranted for the period of November 1, 2019 to October 31, 2020; and

WHEREAS, the Town Board has determined that these extensions 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#: 116-2018 , Yearly Requirements For: Genuine Replacement Parts & Labor/Sanitation Truck Bodies a period of 11/01/2019 to 10/31/2020 to:

**Sanitary Equipment Company, 25 Industrial Drive, West Haven, CT
06516 and**

Vasso Waste Systems, Inc., 159 Cook Street, Brooklyn, NY 11206

**L.I. Sanitation Equipment Co., 1670 New Highway, Farmingdale, NY
11735;**

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 as follows:

\$20,000 from Sanitary Equipment Company and
\$150,000 from Vasso Waste Systems, Inc. and
\$800,000 from L.I. Sanitation Equipment Co.

Item # 61

Case # 29734

To be paid out of the General Services Auto Expense Account # 010-001-1490-4140

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION OF TOH CONTRACT#: 118-2018 FOR:
YEARLY REQUIREMENTS FOR:

INKJET CARTRIDGES, RIBBON & TONER

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract#: 118-2018, Yearly Requirements For: Inkjet Cartridges, Ribbons & Toner;
and

WHEREAS,

The Weeks Lerman Group, LLC

was the successful bidder and was awarded a contract for the above referenced
services from December 1, 2018 to November 30, 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 December 1, 2019 to
November 30, 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#:
181-2018 , Yearly Requirements For: Inkjet Cartridges, Ribbons & Toner for a period of
12/01/2019 to 11/30/2020 to:

The Weeks Lerman Group, LLC; 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 \$100,000 out of the appropriate departments'
office expense accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item #

62

Case #

29734

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A LETTER BID FROM CUNNINGHAM DUCT CLEANING CO., INC. FOR CLEANING AND MAINTENANCE OF COMMERCIAL GREASE EXHAUST SYSTEMS FOR THE PLAZA CAFÉ LOCATED IN TOWN OF HEMPSTEAD TOWN HALL, ONE WASHINGTON STREET, HEMPSTEAD, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Commissioner of the Department of General Services (the "Commissioner") solicited sealed letter bids via certified mail for cleaning and maintenance of commercial grease exhaust systems for the Plaza Café located in Town of Hempstead Town Hall, One Washington Street, Hempstead, Town of Hempstead, Nassau County, New York (the "Project"); and

WHEREAS, the following sealed letter bids were received and opened by the Commissioner:

Cunningham Duct Cleaning Co., Inc.

869 Sylvan Avenue

Bayport, New York 11705

\$5,450.00 1st year total

\$5,450.00 2nd year total

\$5,450.00 3rd year total

\$5,450.00 4th year total

Sani Systems

15 Jefry Lane

Hicksville, New York 11801

\$5,730.00 1st year total

\$6,017.00 2nd year total

\$6,318.00 3rd year total

\$6,634.00 4th year total

SaniTech Services

110 Lake Avenue South #40

Nesconset, New York 11767

\$19,450.00 1st year total

\$20,033.50 2nd year total

\$20,634.51 3rd year total

\$21,253.55 4th year total

WHEREAS, after a review of the bids, the Commissioner has recommended that the contract for the Project be awarded to Cunningham Duct Cleaning Co., Inc., 869 Sylvan Avenue, Bayport, New York 11705, (the "Contractor") as the lowest responsible bidder at its price of \$5,450.00 (Five Thousand Four Hundred Fifty Dollars) for one year of service with an option to renew by the Town for three additional one year periods; and

Item # 63

Case # 16412

WHEREAS, the Town Board after due deliberation, deems that the acceptance of the lowest sealed letter bid from Cunningham Duct Cleaning Co., Inc. is reasonable and in the best public interest; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract to the Contractor for the Project, as the lowest responsible bidder, at its bid price of \$5,450.00 (Five Thousand Four Hundred Fifty Dollars) for one year of service with an option to renew by the Town for three additional one year periods; and be it further

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

BE IT FURTHER

RESOLVED, that the bidder's performance bond and insurance when approved by the Town Attorney as to form, and a copy of the executed agreement be filed in the Office of the Town Clerk; and

BE IT FURTHER,

RESOLVED, that the Comptroller is authorized and directed to pay the cost of the Project in accordance with the contract for a period of one year beginning upon award of contract with the option to renew for three additional one year periods with payments not to exceed \$21,800.00 (Twenty One Thousand Eight Hundred Dollars) for a four year period with said payments to be made from Department of General Services Account Number 010-001-1490-4090, Building Maintenance; and

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE BALDWIN COUNCIL AGAINST DRUG ABUSE, BALDWIN, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-4. BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING THE GRAND BALDWIN FESTIVAL ON OCTOBER 19, 2019 (RAINDATE OCTOBER 20, 2019).

WHEREAS, the Baldwin Council Against Drug Abuse, 960 Hastings Street, Baldwin, New York 11510 Attention: Claudia Rotondo, had requested to use Town of Hempstead Parking Field BA-4, Baldwin, New York for the purpose of holding the Grand Baldwin Festival (the "Festival") on October 19, 2019 (Raindate October 20, 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 Baldwin Council Against Drug Abuse to use Town of Hempstead Parking Field BA-4, Baldwin, 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 #

64

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE MICHAEL A. LORUSSO FOUNDATION, SYOSSET, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELDS S-5 AND S-5W, SEAFORD, NEW YORK FOR THE PURPOSE OF HOLDING THE FIRST ANNUAL MICHAEL A. LORUSSO FOUNDATION CAR SHOW ON OCTOBER 19, 2019 (RAINDATE OCTOBER 20, 2019).

WHEREAS, The Michael A. LoRusso Foundation, 316 Jackson Avenue, Syosset, New York 11791 c/o Michael G. LoRusso, Esq. had requested to use Town of Hempstead Parking Fields S-5 and S-5W, Seaford, New York for the purpose of holding the First Annual Michael A. LoRusso Foundation Car Show on October 19, 2019 (Raindate October 20, 2019); and (the "Car Show");

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 Michael A. LoRusso Foundation, 316 Jackson Avenue, Syosset, New York 11791 c/o Michael G. LoRusso, Esq. to use Town of Hempstead Parking Fields S-5 and S-5W, Seaford, New York for the purpose of holding the Car Show on October 19, 2019 (Raindate October 20, 2019) is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

64

Case #

20915

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 U-1, UNIONDALE, NEW YORK FOR THE
PURPOSE OF HOSTING THE NUHEALTH MAMMOGRAPHY
VAN ON NOVEMBER 7, 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 U-1, Uniondale, New York for the purpose of hosting the NuHealth Mammography Van on November 7, 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 U-1, Uniondale, New York for the purpose of hosting the NuHealth Mammography Van is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

64

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF CONSULTING
AND REPORTING AGREEMENTS WITH BEACONPATH, INC.

WHEREAS, The Patient Care and Affordable Care Act of 2010 (the "Affordable Care Act") contains reporting requirements whereby certain employee information (the "Information") must be delivered to the Internal Revenue Service; and

WHEREAS, the Town of Hempstead (the "Town") is in the process of implementing a new Enterprise Resource Planning (ERP) system which possesses the technology to ensure compliance with the reporting requirements of the Affordable Care Act; and

WHEREAS, the implementation of the ERP system is still ongoing and has not reached the stage where it is capable of reporting the Information; and

WHEREAS, in order to comply with applicable law, the Town requires the Information to be reported and cannot delay until the ERP implementation is complete; and

WHEREAS, the reporting of the Information requires specialized knowledge and software programs; and

WHEREAS, Beaconpath, Inc., 26522 La Alameda, Suite 210, Mission Viejo, California 92691, is duly qualified to provide the consulting services necessary to ensure the Town's compliance with said reporting requirements of the Affordable Care Act (the "Services") and has provided the Services to the Town in the past; and

WHEREAS, Beaconpath, Inc. has agreed to provide the Services to the Town at a rate of twelve dollars (\$12.00) per employee reported to the Internal Revenue Service, for a total amount not to exceed \$29,040.00, such amount to be paid in two separate installments of \$14,520.00 with the first installment due on December 31, 2019, and Services to be provided November 4, 2019 through April 30, 2020, subject to termination on 30 days' notice (the "Terms"); and

WHEREAS, the Director of Human Resources (the "Director") has recommended that the Town enter into agreements for the Services with Beaconpath, Inc. at the aforesaid Terms (the "Agreements"); and

WHEREAS, consistent with the Director's recommendation, the Town Board has determined that it is in the best interest of the Town to authorize the Agreements.

NOW, THEREFORE, BE IT

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

RESOLVED, that the Director is hereby authorized to enter into the Agreements with Beaconpath, Inc. for the performance of the Services; and be it further

RESOLVED, in the event it becomes apparent that the ERP will not be ready to ensure compliance with the reporting requirements for the next reporting period, the Director shall be required to issue an RFP for the Services; and be it further

RESOLVED, that the Comptroller is authorized to pay the required fees and costs from the appropriate department's fees and services account in an amount not to exceed \$29,040.00; and be it further

Item #

65

Case #

29593

RESOLVED, that to the extent that authorizing the Agreements, as set forth herein, conflicts with the Town's Procurement Policy and Procedures, this authorization shall constitute a limited exception thereto.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

Council(wo)man
adoption:

offered the following resolution and moved its

RESOLUTION ACCEPTING THE FINAL GENERIC ENVIRONMENTAL IMPACT STATEMENT (FGEIS) FOR FILING IN ACCORDANCE WITH THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR PROPOSED AMENDMENTS TO THE TOWN OF HEMPSTEAD ZONING ORDINANCE CREATING THE BALDWIN MIXED-USE OVERLAY DISTRICT

WHEREAS, in August 2018, the Town Board accepted the Baldwin Downtown and Commercial Corridor Resiliency (DCCR) Study, which was the culmination of a comprehensive planning effort that reviewed existing economic and physical conditions along the corridor and outlined a series of strategies and projects that would address critical issues and contribute to a more resilient, safe, and sustainable future for the Baldwin community; and

WHEREAS, a key recommendation of the DCCR Study was the creation of a new overlay district along the corridor that would encourage the development of a walkable, compact and transit-oriented downtown with a mix of residential, retail and commercial uses supported by enhanced infrastructure; and

WHEREAS, the subject property is situated in Baldwin in the unincorporated area of the Town of Hempstead, and is made up of approximately 87 acres along the Grand Ave. corridor consisting of 185 individual tax lots, with approximate boundaries of the corridor being Florence Street and Milburn Avenue to the north, and Merrick Road between Gale Avenue and Park Avenue to the south; and between Chestnut Street/Rockwood Avenue to the west, and Milburn Avenue to the east, and includes the Baldwin Long Island Railroad (LIRR) station at Grand Avenue and Sunrise Highway; and

WHEREAS, The Town Board is considering, in consultation with VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. ("VHB") and Vision Long Island, a Baldwin Mixed-Use Overlay District ("the Proposed Action"), with accompanying Design Guidelines, for the Grand Avenue corridor in the hamlet of Baldwin to facilitate private investment and economic development by leveraging the area's proximity to public transportation and promoting mixed-use transit-oriented development around the Baldwin LIRR station; and

WHEREAS, the Town Board in consultation with VHB and Vision Long Island, has developed a draft zoning ordinance known as the Baldwin Mixed-Use Overlay District, with accompanying Design Guidelines, to facilitate high-quality and economically viable development within the Grand Avenue corridor of the hamlet of Baldwin; and

WHEREAS, pursuant to NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA), the Town Board seeks to conduct an environmental review of this project; and

WHEREAS, the Town Board has preliminarily identified the Proposed Action as a Type I Action in accordance with SEQRA; and

WHEREAS, pursuant to 6 NYCRR 617.6(b)(2)(i), for Type I actions involving more than one agency, a lead agency must be established prior to a determination of significance; and

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Case # 3014

WHEREAS, 6 NYCRR 617.6(b)(3)(i) requires that when an agency proposes to approve a Type I action undergoing coordinated review with other agencies, it must, as soon as possible, transmit Part 1 of the Environmental Assessment Form (EAF) completed by the project sponsor and a copy of any applications it has received to all involved agencies and notify them that a lead agency must be agreed upon within 30 calendar days of the date the EAF was transmitted to them; and

WHEREAS, the Town Board declared its intent to be lead agency on March 8, 2019 and followed the above mentioned procedure, received no objection from the other involved agencies during the ensuing 30-day period; and

WHEREAS, the Town Board has caused to be prepared Parts 1, 2, and 3 of a Full Environmental Assessment Form of the EAF (collectively "the EAF") to analyze and evaluate potential significant adverse environmental impacts associated with the proposed action, as described above, and has reviewed the aforesaid EAF and agrees with the contents therein; and

WHEREAS, the Town Board has compared the potential impacts of the proposed action, as set forth in Parts 2 and 3 of the EAF, with the criteria set forth in 6 NYCRR 617.7(c); and

WHEREAS, the Town Board found that the proposed action may have one or more significant adverse impacts on the environment and issued a Positive Declaration on April 16, 2019, requiring the preparation of a Draft Environmental Impact Statement (DEIS); and

WHEREAS, the Town Board determined that formal scoping would be conducted; and

WHEREAS, the Town Board has caused a Draft Scope to be prepared in accordance with 6 NYCRR 617.8(b) and which Draft Scope was issued on April 16, 2019; and

WHEREAS, the Town Board directed the Town Clerk to file, distribute and publish the Draft Scope along with the Positive Declaration, in accordance with the requirements of 6 NYCRR 617.12(b)(c); and

WHEREAS, a public scoping meeting was held on May 6, 2019 at 7 p.m. at the Town of Hempstead Town Hall, and all persons there were present wishing to be heard on the Draft Scope were given the opportunity to do so; and

WHEREAS, the comment period on the Draft Scope ended on May 24, 2019 and the lead agency received comments from the public, as well as involved and interested agencies, in addition to the testimony entered at the public scoping meeting; and

WHEREAS, the lead agency has caused a Final Scope, dated June 11, 2019, to be prepared in accordance with 6 NYCRR 617.8(e), the content of which gives due consideration to the comments received during the public review period for the Draft Scope; and

WHEREAS, based on the foregoing, the Town Board, as lead agency, adopted the Final Scope on June 11, 2019, published said Final Scope to the Town's website, published the Final Scope in accordance with the requirements of 6 NYCRR 617.8(e), and 617.12(b) and (c), and circulated the Final Scope to the involved agencies and interested parties; and

WHEREAS, VHB prepared and submitted a Draft Generic Environmental Impact Statement (DGEIS) for the proposed action in accordance with the Final Scope; and

WHEREAS, the Town Board is empowered to amend the Building Zone Ordinance of the Town of Hempstead pursuant to Article 16 of the Town Law of the State of New York and Article XXVI of the Building Zone Ordinance of the Town of Hempstead, as amended; and

WHEREAS, it is in the public interest to consider the creation of a new Chapter XLII of the Building Zone Ordinance of the Town of Hempstead, to be entitled "Baldwin Mixed-Use Overlay District (B-MX)"; and

WHEREAS, in accordance with 6 NYCRR 617.3(h), agencies are encouraged to have combined or consolidated proceedings/hearings; and

WHEREAS, the Town Board of the Town of Hempstead determined that the DGEIS was complete and adequate for public review and comment in terms of both its scope and content by resolution adopted on August 6, 2019; and

WHEREAS, the Town Clerk of the Town of Hempstead duly filed a Notice of Completion in accordance with 6 NYCRR 617.12 indicating that the Town Board had accepted the DGEIS and circulated the Notice of Completion with the DGEIS to involved agencies and interested parties in accordance with 6 NYCRR 617.12 and published the Notice of Completion on the Town's website; and

WHEREAS, the Notice of Completion and Notice of Public Hearing on the DGEIS and proposed amendments to the Town Building Zone Ordinance were published in a newspaper of general circulation in the Town of Hempstead 14 days prior to the public hearing and published said Notices to the Town of Hempstead website; and

WHEREAS, the Town Board having determined that it was in the public interest to hold a public hearing on the DGEIS pursuant to 6 NYCRR 617.9(a)(4) to aid the Board in its decision-making process by providing an efficient mechanism for the collection of public comments, broaden public disclosure, and solicit important and informative comments by constituents and stakeholders, held said hearing on September 3, 2019; and

WHEREAS, pursuant to 6 NYCRR 617.9(4)(iii) said SEQRA hearing was conducted with other public hearings on the proposed action, regarding the proposed amendment to the Building Zone Ordinance creating the Baldwin Mixed-Use Overlay District with accompanying Design Guidelines, as well as the DGEIS, giving all interested parties an opportunity to be heard on the DGEIS for the proposed Baldwin Mixed-Use (B-MX) Zoning Overlay District and the creation of a new chapter XLII of the Building Zone Ordinance of the Town of Hempstead, entitled "Baldwin Mixed-Use Overlay District (B-MX); and

WHEREAS, at the direction of the Town of Hempstead Town Board, VHB has prepared and submitted a Final Generic Environmental Impact Statement (FGEIS) to be filed for circulation for public consideration pursuant to the provisions of the New York State Environmental Quality Review Act (SEQRA) and 6 NYCRR 617,

NOW, THEREFORE, BE IT

RESOLVED, that based on the foregoing, the Hempstead Town Board, as lead agency, having considered all substantive comment on the DGEIS hereby files and causes to be distributed a Final Generic Environmental Impact Statement (FGEIS) pursuant to the provisions of the State Environmental Quality Review Act (SEQRA) and 6 NYCRR 617, and commences the public consideration period which shall run for 10 calendar days; and be it further

RESOLVED, that the Notice of Completion of the Final Generic Environmental Impact Statement has been prepared in accordance with Article 8 of the Environmental Conservation Law; and be it further

RESOLVED, that this Resolution shall take effect immediately.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**State Environmental Quality Review
Notice of Completion of Draft / Final EIS**

Project Number _____

Date: _____

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

A Draft or Final (check one) Environmental Impact Statement has been completed and accepted by the Town of Hempstead Town Board as lead agency, for the proposed action described below.

If a Draft EIS: Comments on the Draft EIS are requested and will be accepted by the contact person until _____

Name of Action:

Proposed Amendments to the Town of Hempstead Building Zone Ordinance

Description of Action:

The Proposed Action consists of the adoption by the Town Board of an amendment to the Town Building Zone Ordinance (BZO) creating a new Article XLII, entitled "Baldwin Mixed-Use Overlay District (B-MX)" with accompanying B-MX Design Guidelines (appended to Article XLII), and a B-MX District zoning map amendment incorporating 189 parcels in downtown Baldwin. The purpose of establishing an overlay zone for the Project Area is to create new mixed-use, transit-oriented development (TOD) opportunities in the hamlet of Baldwin in the area surrounding the Baldwin Long Island Rail Road (LIRR) station, as well as modify parking requirements and bulk and dimensional regulations to facilitate such development. The Design Guidelines are meant to set development standards to elevate the quality of design and promote consistency of development within the Project Area.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

The B-MX District would be mapped as an overlay district in downtown Baldwin along an approximately three quarter-mile mixed-use corridor running along Grand Avenue from just south of Merrick Road to the south to just north of Florence Street to the north. The B-MX District would include 189 parcels, across approximately 87 acres in downtown Baldwin. Grand Avenue, which runs north-south, intersects two important east-west thoroughfares in the Project Area: Merrick Road and Sunrise Highway. The B-MX District extends along Sunrise Highway from Rockwood Avenue to the west to just east of Milburn Avenue to the east.

Potential Environmental Impacts:**Impact on Land:**

1. Implementation of the proposed action would allow new development to an extent not currently permitted under existing zoning, which could occur over a period of multiple years, may involve the excavation of material (e.g., for foundations and basements, drainage infrastructure) and potential transport of material. As such, the proposed action has the potential to result in construction-related noise, traffic, and air quality impacts.

2. New development that may be permitted upon implementation of the proposed action may result in the alteration of land surfaces, with the potential to alter local stormwater runoff patterns.

Impact on Groundwater:

3. New development that may be permitted upon implementation of the proposed action has the potential to result in a future increase in the demand for potable water.

4. New development permitted under the proposed action may require the bulk storage of petroleum or chemical products (e.g., fuel oil) over a sole source aquifer, which has the potential to impact groundwater resources.

Impact on Flooding:

5. New development that may be permitted upon implementation of the proposed action has the potential to improve flooding conditions through the implementation of green infrastructure.

Impact on Aesthetic Resources:

6. Future development under the proposed action could have an impact on the visual resources of the Town, as it may be different from existing conditions of the project area.

7. Implementation of the proposed action has the potential to improve aesthetics of the project area through implementation of the Design Guidelines and redevelopment of vacant properties.

Impact on Historic and Archaeological Resources:

8. The project area contains one or more resources that are eligible for listing in the State and National Registers of Historic Places and certain areas that are sensitive for archaeological sites, which may be directly or indirectly affected by the proposed action.

Impact on Transportation:

9. Development under the proposed action may result in impacts to the roadway network within and around the project area.

10. Implementation of the proposed action may place an increased demand on parking facilities and the availability of parking within the Town.

Impact on Energy

11. Implementation of the proposed action may result in an increased demand on utility providers due to the increase in electricity and/or natural gas usage.

Impact on Community Character:

12. Implementation of the proposed action may result in development that would change the types and intensity of land uses, which could potentially impact neighborhood character.

13. Future development resulting from the implementation of the proposed action may result in an increased demand for community services, such as schools, fire protection, police protection, solid waste and recreational resources.

A copy of the Draft / Final EIS may be obtained from:

Contact Person: Richard Regina, Esq., Counsel to the Town Board

Address: 1 Washington Street, Hempstead, New York 11550

Telephone Number: 516-414-6572

A copy of this notice must be sent to:

Department of Environmental Conservation, 625 Broadway, Albany, New York 12233-1750

Chief Executive Officer, Town/City/Village of Hempstead

Any person who has requested a copy of the Draft / Final EIS

Any other involved agencies

Environmental Notice Bulletin, 625 Broadway, Albany, NY 12233-1750

Copies of the Draft/Final EIS must be distributed according to 6NYCRR 617.12(b).

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH MUNICIPAL AUDIT SERVICES, LLC FOR ANALYSIS AND AUDIT FOR FRANCHISE FEE COLLECTIONS.

WHEREAS, pursuant to Resolution 1198-2018, duly adopted by the Town Board on September 4, 2018, the Town authorized an agreement with Municipal Audit Services, LLC, 130 Shore Road, Suite 205, Port Washington, NY 11050 (the "Consultant") for the analysis and audit of franchise fee collections under the Town's cable television franchise agreements with Cablevision (Altice) and Verizon to ensure that all franchise fees due and owing to the Town have been paid (the "Services") in consideration of an amount not to exceed twenty-nine (29%) percent of the fees recovered (the "Agreement"); and

WHEREAS, the Agreement set a one year term which expired on November 4, 2019 and authorized two additional options to extend the Agreement for one year each; and

WHEREAS, the Town is still in need of the Services being provided by the Consultant pursuant to the Agreement; and

WHEREAS, the Town Board has determined that it is in the best interest of the Town to authorize the renewal of the Agreement with the Consultant for an additional one-year period commencing retroactively to November 5, 2019 and terminating on November 4, 2020 on the same terms and conditions as had been previously approved.

NOW, THEREFORE, BE IT

RESOLVED, that the option to extend the Agreement with Municipal Audit Services, LLC, 130 Shore Road, Suite 205, Port Washington, NY 11050 is hereby authorized for an additional one-year period commencing retroactively on November 5, 2019 and terminating on November 4, 2020 on the same terms and conditions as had been previously approved; and be it further

RESOLVED, that the Town Board authorizes the Town Supervisor to execute an amendment to the Agreement to extend the term for an additional one year period as set forth herein and to take such further action as may be necessary to effectuate the foregoing; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to deposit monies due and owing to the Town (department designated revenue exclusively) in conjunction with the renewal of this Agreement, if any, into the Part Town Undistributed Fund, Account#: 030-012-9000-1170 Franchise Fees, and that the Comptroller is further authorized and directed to make payment of the monies due and owing in conjunction with the Agreement, if any, out of the same aforementioned account.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 67

Case # 12583

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION TEMPORARILY SUSPENDING SECTION VI (G)
OF THE PROCEDURES OF THE HEMPSTEAD TOWN BOARD
RELATIVE TO THE PROCEDURE BY WHICH AN
INDEFINITELY POSTPONED OR TABLED ITEM MAY AGAIN
BE BROUGHT BEFORE THE BOARD.**

WHEREAS, pursuant to Resolution No. 1129-2018, duly adopted on August 7, 2018, the Town Board amended the Procedures of the Hempstead Town Board (the "Procedures") to include Section VI(G), which requires, in relevant part, that "[a]ny item postponed indefinitely or tabled cannot be calendared or moved before the Board unless calendared or moved by a majority of the Board. The item may only be calendared or moved before the Board without a majority if the item is substantially modified." (the "Amendment"); and

WHEREAS, the Amendment restricted the voting minority from its ability to have the Town Board consider various good government initiatives that the voting majority "postponed indefinitely or tabled" without an "up or down vote"; and

WHEREAS, the Town Board recognizes that numerous good government initiatives have been "postponed indefinitely or tabled" since the adoption of the restriction, and that the Town's residents and taxpayers deserve to have these "postponed indefinitely or tabled" items voted on by the Town Board without procedural impediments; and

WHEREAS, this Board wishes to temporarily suspend Section VI(G) of the Procedures and allow the following resolutions that have been "postponed indefinitely or tabled" to be placed on the Town Board's administrative calendar, subject to discussion and public input, and decided by the Town Board with an "up or down vote":

1. Special Elections: Resolutions tabled on May 8, 2018 and August 7, 2018: Calling for a public hearing to consider a proposed local law to be entitled "FILLING VACANCIES IN ELECTIVE OFFICE BY SPECIAL ELECTION" in order to supersede Town Law Section 64 (5) by eliminating the Town Board's power to fill vacancies by appointment in elective offices and instead grant that power to the eligible voters of the Town requiring a special election to fill the vacancy (To establish Chapter 16A of the Code of the Town of Hempstead);
2. Foreclosure Registry: Resolution tabled on August 7, 2018: Calling for a public hearing to consider a proposed local law amending Chapter 99 of the Code of the Town of Hempstead entitled "REGISTRATION AND PERMITTING OF PROPERTY & GARBAGE AND RUBBISH" in order to

Item # 68

Case # 530

establish a defaulted mortgage registration program requiring any property that is subject to a mortgage in default or that has been foreclosed upon to be registered with the Town and to combine certain provisions of Chapter 128 of the Code of the Town of Hempstead;

3. Legal Sufficiency of Resolutions and Contracts: Resolution tabled on September 4, 2018: Proposed amendment to the Town Board Rules of Procedures to require the Town Attorney's office to review proposed items, including documents, agreements, or authorizations, if any, for legal sufficiency to ensure that the proposed item is in compliance with applicable law;
4. No Political Party Officers as Commissioners: Resolution tabled on November 12, 2019: Calling for a public hearing to consider a proposed local law amending 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;
5. Novus Agenda Transparency and Efficiency Software to Upgrade Town Clerk's office: Resolution adjourned without a date on September 24, 2019: Proposal to purchase agenda management software to aid personnel in organizing Town Board agendas and other related tasks, and to further the Town's ongoing efforts to promote transparency in government;
6. Property Management Consulting: Resolution adjourned without a date on September 24, 2019: Proposal to retain consultant for the management of certain buildings and properties owned and operated by the Town;
7. Asset Recovery Services: Resolution adjourned without a date on September 24, 2019: Proposal to retain consultant to aid in the recovery of assets that may be due and owing to the Town, including but not limited to, account receivables, financial instruments, misdirected funds and property;
8. Implementation of Public Sector 311 Citizen Call Center and Emergency Operations Center: Resolution adjourned without a date on September 24, 2019: Proposal to implement 311 call center and emergency operations center to provide for the centralized coordination of information and resources;
9. Energy Performance Contract: Resolution adjourned without a date on September 24, 2019: Proposal to authorize energy performance contracts and related lease/purchase agreements for improvements to various Town facilities; and
10. Establishing a Panel of Engineering and Planning Firms: Resolution tabled on November 12, 2019: Proposal to establish a panel of outside engineering and planning firms to perform necessary planning, site plan review, engineering and State Environmental Quality Review Act (SEQRA) related work.

NOW, THEREFORE, BE IT

RESOLVED this Board does hereby temporarily suspend Section VI(G) of the

Procedures to allow the resolutions referenced above, which have been "postponed indefinitely or tabled", to be placed on the Town Board's administrative calendar, subject to discussion and public input, and decided by the Town Board with an "up or down vote".

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE
TOWN'S PROCUREMENT POLICY AND PROCEDURES TO REQUIRE TOWN
BOARD APPROVAL PRIOR TO ANY AUTHORIZATION, AMENDMENT, OR
RENEWAL OF AN AGREEMENT**

WHEREAS, the Town of Hempstead (the "Town") has heretofore adopted a procurement policy, and amended same, pursuant to Section 104-b of the New York State General Municipal Law (the "GML") concerning internal policies and procedures governing the procurement of goods and services not subject to the bidding requirements of Section 103 of the GML (the "Procurement Policy and Procedures"); and

WHEREAS, New York Town Law Section 64(6) vests the Town Board with the authority to "...award contracts for any of the purposes authorized by law and the same shall be executed by the supervisor in the name of the town after approval by the town board"; and

WHEREAS, in order to ensure compliance with New York Town Law Section 64(6), the Town Board finds it necessary to amend Guideline 6 of the Procurement Policy and Procedures to clarify its application (the "Amendment").

NOW, THEREFORE, BE IT

RESOLVED that the Town Board does hereby authorize the Amendment to the Procurement Policy and Procedures, as set forth in the amended Procurement Policy and Procedures, a copy of which is annexed hereto and will be on file in the offices of the Town Clerk and Comptroller; and be it further

RESOLVED that the Amendment to the Procurement Policy and Procedures shall take effect immediately; and be it further

RESOLVED that the Town Comptroller and all other departments that oversee procurement be and hereby are directed to implement the amended Procurement Policy and Procedures in compliance with this resolution; and be it further

RESOLVED that each and every Commissioner or Department Head shall notify the Supervisor and Town Board within 5 business days following the adoption of this resolution if their office or department authorized, amended, modified, renewed or extended any agreement, from August 6, 2019 to present, without Town Board approval.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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Case # 28103

TOWN OF HEMPSTEAD
PROCUREMENT POLICY AND PROCEDURES

In order to assure the prudent and economical use of public moneys in the best interests of the taxpayers of the Town, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance and fraud while recognizing the need for governmental work and services to be performed timely, the following Procurement Policy and Procedures shall govern procurement in the Town:

Guideline 1: Evaluation under General Municipal Law (GML) Section 103.

Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML Section 103. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter "Purchaser") shall consider the reasonably expected aggregate amount of all purchases of the same commodities, services or technology to be made within the twelve-month period commencing on the date of purchase. That estimate shall include the canvass of other Town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2: Goods and/or Public Works Contracts below Bid Threshold.

- (a) All estimated purchases of the bid threshold amount or less but greater than \$5,000.00 require a written request for a proposal (RFP) and/or written/fax quotes from three (3) vendors; \$5,000.00 or less but greater than \$2,000.00 require an oral request for the goods and/or oral/fax quotes from two (2) vendors; \$2,000.00 or less are left to the discretion of the Purchaser.
- (b) All estimated public works contracts of the bid threshold amount or less but greater than \$15,000.00 require a written RFP and/or fax/proposals from three (3) contractors; \$15,000.00 or less but greater than \$4,000.00 require a written RFP and/or fax/proposals from two (2) contractors; \$4,000.00 or less are left to the discretion of the Purchaser. Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered; all information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.
- (c) The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.
- (d) A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals.

In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Guideline 3: Exceptions.

Except when directed by the Town Board or otherwise provided in these guidelines, no solicitation of written proposals or quotations shall be required under the following circumstances:

- a. acquisition of professional services in the amount of \$10,000.00 or less;
- b. emergencies with written justification;
- c. sole source situations;
- d. goods purchased from agencies for the blind or severely handicapped;
- e. goods purchased from another governmental agency;
- f. goods purchased at auction;
- g. emergency need for legal counsel or professional services;
- h. procurements that are subject to competitive bidding or other statutory procurement policies including, but not limited to § 103 of the GML, § 103(3) of the GML, § 104 of the GML, § 175(b) of the State Finance Law and § 186 of the NYS Correction Law.

Guideline 4: Establishment of a Qualified Service Provider List for Certain Professional Services.

- (a) Simultaneously with the Resolution adopting the annual Budget of the Town, the Town Board shall adopt a resolution establishing Request for Qualifications ("RFQ") criteria to solicit service providers to provide those services projected to be required by the Town that are not subject to competitive bidding and not exempt from this Policy. Examples of the type of services where the Town shall solicit RFQs include but shall not be limited to: auditing, legal, engineering, financial, insurance, architecture and surveying services.
- (b) The RFQ criteria shall include, but not be limited to municipal rates, experience factors, performance history, and bonding and insurance requirements. For legal services, the Town's municipal rate shall be \$250 per hour for non-trial work, and \$1000 per diem for trials, but the Town Board may adjust this fee schedule in the legal services RFQ to properly reflect changes in the marketplace. Responses to the RFQ shall be received no later than January 15 of the year following the adoption of the resolution establishing the RFQ.
- (c) The Town shall advertise the RFQs in a newspaper of general circulation, consistent with the procedures for advertising a public bid under General Municipal Law Section 103.
- (d) There shall be a committee to evaluate RFQs for such services.
 - i. **For non-legal services:** For the procurement of non-legal professional services subject to the Policy, the committee shall comprise four (4) members: two designees of the Commissioner for the department from which the RFQ is generated or overseen; the Supervisor's Chief of Staff or his/her designee; and the Town Board Chief of Staff or his/her designee.

The committee members shall review and evaluate the qualifications. At its discretion, the committee may elect to interview each firm, make visits to each firm or review prior work done by each firm.

- ii. **Legal Services:** The committee to evaluate legal services RFQ shall comprise the Town Attorney or his/her designee; the Counsel to the Supervisor or his/her designee; and the Counsel to the Town Board or his/her designee. Notwithstanding anything to the contrary, at any time prior to the establishment of the panel, the Town Attorney is authorized to immediately engage the legal services of outside counsel on an emergency basis. Contemporaneous with such engagement, the Town Attorney shall provide written notification of such emergency engagement, including the basis of the emergency, to the Counsel to the Supervisor or his/her designee and the Counsel to the Town Board or his/her designee.
- (e) The Purchaser shall, on or before January 30 of each year, recommend to the Town Board the vendors and service providers who satisfy the RFQ. The Town Board shall thereafter adopt a resolution establishing the list of service providers who are deemed qualified to provide services projected to be required by the Town that are not subject to competitive bidding and not exempt from this Policy (the "Eligible Providers"). Placement on the panel does not constitute any representation that the Town will assign work to any firm or entity placed thereon.
- (f) For the procurement of non-legal professional services subject to the Policy, the Town shall issue RFPs when the procurement amount is expected to cost more than \$10,000. Except as otherwise provided in paragraph (g), the only proposals that the Town will consider are those from the Eligible Provider list for the particular service.
- (g) Except as otherwise provided in paragraph (h), for the procurement of legal services subject to the Policy that are expected to cost more than \$10,000, the Town Attorney shall be authorized to assign matters, on an as-needed basis, to those law firms on the legal services Eligible Provider list. The Town Board must approve any new referral of any legal matter to any law firm when that law firm's legal bills for the calendar year exceed \$500,000.
- (h) To the extent practicable and feasible, the Eligible Providers shall perform the services required by the Town that are not subject to competitive bidding and not exempt from this Policy. If a Purchaser determines that a service required by the Town that is not subject to competitive bidding and not exempt from this Policy is not able to be performed by an Eligible Vendor, the Purchaser shall document their determination and issue an RFP, consistent with the provisions of Guideline 5.

Guideline 5: Requests for Proposals.

For legal and non-legal professional services expected to be in excess of \$10,000 which are not annually recurring services and which are unable to be performed by an Eligible Vendor, the Purchaser shall issue an RFP.

- (a) The Town shall advertise the RFPs in a newspaper of general circulation, consistent with the procedures for advertising a public bid under GML Section 103, and shall

contemporaneously publish such procurement opportunity on the Town's website and in the New York State Contract Reporter, as set forth in Guideline 7 herein.

- (b) In selecting a service provider, the Town shall utilize the committees established in Guideline 4 to evaluate the RFP response, and shall consider the prospective service provider's qualifications, including but not limited to experience, skill, training, staffing and reputation of the prospective service provider, in addition to the cost of the services to be rendered. "Cost of services" shall be one factor and given equal weight to any other factors considered in selecting a firm or entity to provide the services.

Guideline 6: Town Board Approval Required.

No agreement shall be authorized, amended, ~~[or]~~ modified or renewed, and no option to extend an agreement shall be exercised ~~[if such an amendment or modification results in a \$50,000 or greater affect, or renewed or extended if such a renewal or extension would be for more than one (1) year and cost \$50,000 or more to the Town or its vendor]~~, without Town Board approval. This policy shall supersede and supplement any resolution to the contrary. Notwithstanding any contract provision to the contrary, compliance with this policy shall be a condition precedent to any Town officer or employee amending or renewing any agreement.

Guideline 7: Publication in the New York State Contract Reporter and Town website.

All procurement contract requests, including: (a) contracts for public works involving an expenditure of more than \$35,000; (b) purchase contracts involving an expenditure of more than \$20,000; and (c) RFPs and RFQs with a value greater than \$10,000, shall be published on the Town's website and on the New York State Contract Reporter website, (www.nyscr.ny.gov). All Town departments shall, prior to soliciting proposals, submit the following information to the Director of Purchasing:

- (1) The solicitation number;
- (2) A brief description of the goods and/or services sought, the location where goods are to be delivered and/or services provided and the contract term;
- (3) The address where bids or proposals are to be submitted;
- (4) The due date for bids or proposals;
- (5) The deadline for questions from bidders or proposers;
- (6) A description of any eligibility or qualification requirements or preferences;
- (7) A statement as to whether the contract requirements may be fulfilled by a subcontracting, joint venture or coproduction arrangement;
- (8) Any other information deemed useful to potential contractors;
- (9) The name, address, and phone number of the person to be contacted for additional information.

Such information will be submitted to the Director of Purchasing in accordance with the schedule established by the Department of Purchasing. The due date for bids or proposals will be a minimum of 10 business days after the date of publication of such notice on

the *Contract Reporter* website, except where a different period is specifically authorized by the Department of Purchasing or the Town Board.

This section does not apply to contracts awarded pursuant to the exceptions contained in Guideline 3.

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE AWARD OF
TOH CONTRACT#: 95/95A-2019 FOR
COMMUNITY CHOICE AGGREGATION ADMINISTRATOR**

WHEREAS, the Town of Hempstead (the "Town") recently established Chapter 74 of the Town Code entitled "Community Choice Aggregation Energy Program" (the "Program"); and

WHEREAS, in furtherance of the Program, the Town is seeking an agent to serve as its Community Choice Aggregation ("CCA") Administrator for the purpose of negotiating lower cost energy prices on behalf of participating Town residents (the "Services"); and

WHEREAS, the Division of Purchasing, on behalf of the Town, solicited proposals for TOH Contract#: 95-2019, subsequently reissued as TOH Contract#: 95A-2019, Community Choice Aggregation Administrator; and

WHEREAS, one (1) proposal was received and opened on September 27, 2019 in response to TOH Contract#: 95-2019, and one (1) proposal was received and opened on November 1, 2019 in response to TOH Contract#: 95A-2019; and

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

WHEREAS, Good Energy, LP, 232 Madison Avenue, Third Floor, New York, NY 10016, received the highest score based on their proposal; and

WHEREAS, the Town Board has determined that it is in the best interest of the Town to authorize an agreement with Good Energy, LP for the Services.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards TOH Contract#: 95/95A-2019, Community Choice Aggregation Administrator to Good Energy, LP, 232 Madison Avenue, Third Floor, New York, NY 10016; and be it further

RESOLVED, that the Town Supervisor is hereby authorized to execute a contract, and take any related action, with Good Energy, LP for the services described within TOH Contract#: 95/95A-2019, Community Choice Aggregation Administrator; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment of fees, if any, due and owing in conjunction with this contract, out of General Fund Account # 010-012-9000-4151.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 70

Case # 30206

CASE NO.

RESOLUTION NO.

ADOPTED:

adoption: Council offered the following resolution and moved for its

RESOLUTION RATIFYING AND CONFIRMING AN AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE PUBLICATION *NEWSDAY* FOR A PROMOTION OF THE TOWN'S "2019 SEASIDE SPECTACULAR CLASSIC CAR SHOW" AND ALSO AUTHORIZING PAYMENT BY THE TOWN TO *NEWSDAY* FOR SAID PROMOTION

WHEREAS, on Saturday afternoon, September 14, 2019, the Town of Hempstead hosted the "2019 Seaside Spectacular Classic Car Show" on the great lawn of Town Park Point Lookout to showcase the finest classic automobiles owned by residents of our township and other municipalities across Long Island; and

WHEREAS, the Town of Hempstead deems it to be in the public interest to host recreational and cultural attractions of this magnitude, and to promote and advertise them through various media outlets in an effort to increase awareness and maximize participation; and

WHEREAS, *Newsday*, located at 235 Pinelawn Road, Melville, New York, 11747, provided an effective method of publicity and promotion by publishing a full-color, one-sided, front cover, stick-on advertisement to announce the "2019 Seaside Spectacular Classic Car Show"; and

WHEREAS, the "sticky" advertisement was published on Friday, September 13th for a total cost of \$4,534.30.

NOW, THEREFORE, BE IT

RESOLVED, that said agreement for advertising in *Newsday* in conjunction with the Town's "2019 Seaside Spectacular Classic Car Show" is hereby ratified and confirmed, and payment to *Newsday* is hereby authorized in the amount of \$4,534.30. This amount is to be charged against the Department of Parks and Recreation Code #400-007-7110-4060, Advertising and Promotion.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

71

Case #

6473

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RE-APPOINTMENT OF JOHN
MASTROMARINO, AS TOWN
COMPTROLLER IN THE OFFICE OF THE
TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that John Mastromarino, be and hereby is re-appointed Town
Comptroller, in the Office of the Town Comptroller, Unclassified, Ungraded, at an annual salary of
\$175,000, by the by the Town Board of the Town of Hempstead, effective December 12, 2019.

AYES:

NOES:

Item #

72

#

21744

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO. 629-1981 AUTHORIZING RICHARD ESPOSITO, AN EMPLOYEE OF THE DEPARTMENT OF PARKS AND RECREATION, FOR MILEAGE ALLOWANCE FOR USING HIS OWN AUTOMOBILE ON TOWN BUSINESS

WHEREAS, the Town Board on May 12, 1981 adopted Resolution No. 629-1981, which authorized Town employee Richard Esposito to utilize his own automobile in the performance of his Town duties and that he be allowed compensation in the amount not to exceed \$.23 per mile for the use of such automobile for each mile actually and necessarily travelled by him in the performance of his Town duties; and

WHEREAS, Resolution No. 629-1981 has never been amended to reflect that in lieu of \$.23 per mile, Mr. Esposito should instead be compensated pursuant to the then applicable federally established IRS mileage reimbursement allowance rate for use of his personal automobile for performance of his official Town duties; and

WHEREAS, the Commissioner, Department of Parks and Recreation, reports that it remains necessary for Richard Esposito, Park Crew Chief, residing at 86 Johnson Avenue, Malverne, New York, 11565, to use his own automobile in connection with the performance of his duties for the Department of Parks and Recreation, and;

WHEREAS, this Town Board concurs that mileage allowance authorization for Mr. Esposito is justified and necessary and that such mileage allowance compensation be appropriately set at the then applicable federally established IRS mileage reimbursement allowance rate.

NOW THEREFORE BE IT,

RESOLVED, that Resolution No. 629-1981 be and hereby is amended to the extent that Mr. Esposito shall be entitled to receive mileage reimbursement allowance pursuant to the then applicable federally established IRS mileage allowance rate and that such compensation be charged to Department of Parks and Recreation Budget Code 400-007-7110-4140 "Auto Expense"; and

BE IT FURTHER

RESOLVED, that this Town Board hereby ratifies and confirms any and all prior mileage reimbursement allowance payments that may have been made to Mr. Esposito in excess of the initial \$.23 per mile rate established by Resolution No. 629-1981; and

BE IT FURTHER

RESOLVED, that Resolution No. 629-1981, shall remain in all other respects in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

73

9

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO. 185-2000 AUTHORIZING MARY ANN HANSON, AN EMPLOYEE OF THE DEPARTMENT OF PARKS AND RECREATION, FOR MILEAGE ALLOWANCE FOR USING HER OWN AUTOMOBILE ON TOWN BUSINESS

WHEREAS, the Town Board on February 29, 2000 adopted Resolution No. 185-2000, which authorized Town employee Mary Ann Hanson to utilize her own automobile in the performance of her Town duties and that she be allowed compensation in the amount not to exceed \$.28 per mile for the use of such automobile for each mile actually and necessarily travelled by her in the performance of her Town duties; and

WHEREAS, Resolution No. 185-2000 has never been amended to reflect that in lieu of .28 per mile, Ms. Hanson should instead be compensated pursuant to the then applicable federally established IRS mileage reimbursement allowance rate for use of her personal automobile for performance of her official Town duties; and

WHEREAS, the Commissioner, Department of Parks and Recreation, reports that it remains necessary for Mary Ann Hanson, Recreation Program Development Supervisor, residing at 166 Wright Avenue, Malverne, New York, 11565, to use her own automobile in connection with the performance of her duties for the Department of Parks and Recreation, and;

WHEREAS, this Town Board concurs that mileage allowance authorization for Ms. Hanson is justified and necessary and that such mileage allowance compensation be appropriately set at the then applicable federally established IRS mileage reimbursement allowance rate.

NOW THEREFORE BE IT,

RESOLVED, that Resolution No. 185-2000 be and hereby is amended to the extent that Ms. Hanson shall be entitled to receive mileage reimbursement allowance pursuant to the then applicable federally established IRS mileage allowance rate and that such compensation be charged to Department of Parks and Recreation Budget Code 400-007-7110-4140 "Auto Expense"; and

BE IT FURTHER

RESOLVED, that his Town Board hereby ratifies and confirms any and all prior mileage reimbursement allowance payments that may have been made to Ms. Hanson in excess of the initial \$.28 per mile rate established by Resolution No. 185—2000; and

BE IT FURTHER

RESOLVED, that Resolution No. 185-2000, shall remain in all other respects in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

74

9

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING CLAUDIA RYF, AN EMPLOYEE OF THE DEPARTMENT OF PARKS AND RECREATION, FOR MILEAGE ALLOWANCE FOR USING HER OWN AUTOMOBILE ON TOWN BUSINESS

WHEREAS, the Commissioner, Department of Parks and Recreation, reports that it is necessary for Claudia Ryf, Clerk Laborer, residing at 19 Marion Street, Lynbrook, NY, 11563, to use her own automobile in connection with the performance of her duties for the Department of Parks and Recreation; and

WHEREAS, Claudia Ryf was authorized to receive compensation in the form of a mileage allowance for use of her own automobile on Town business by Town Board resolutions prior to 2015 and continued to receive mileage allowance compensation for years 2015 through 2018 (notwithstanding that she inadvertently was not authorized pursuant to Town Board resolutions for those years) all pursuant to the then applicable federally established IRS mileage reimbursement allowance rate; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends to this Town Board that it ratify and confirm prior mileage allowance compensation paid to Claudia Ryf for the years 2015 through 2018 and additionally authorize mileage allowance compensation for Claudia Ryf for use of her own automobile in performance of her Town duties for the year 2019 through the date of termination of her employment with the Town, at the then applicable federally established IRS mileage reimbursement allowance rate; and

WHEREAS, this Town Board concurs that ratification and confirmation of mileage allowance reimbursement compensation previously paid to Claudia Ryf for the years 2015 through 2018, as well as authorizing her for mileage allowance reimbursement compensation for the year 2019 and future years while employed by the Town, is justified and necessary.

NOW THEREFORE BE IT,

RESOLVED, that Claudia Ryf, 19 Marion Street, Lynbrook, NY 11563, be and she hereby is authorized to use her own automobile in performance of her duties during 2019 and up and through the termination of her employment with the Town and that she be entitled to receive mileage reimbursement allowance pursuant to the then applicable federally established IRS mileage rate and that such compensation be charged to Department of Parks and Recreation Budget code 400-007-7110-4140 "Auto Expense"; and

BE IT FURTHER

RESOLVED, that any and all prior mileage reimbursement allowance compensation payments made to Claudia Ryf for the years 2015 through 2018 be and hereby are ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item #

75

NOES:

Case #

9

Resolution – Amending Resolution No. 36-2019 Re: Various offices, position & occupations in the Town Government of the Town of Hempstead

Item # 76
Case # 7

CASE NO. 30199

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. 82-2019, 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 January 21, 2020 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. 82-2019, 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# 77

Case# 30199

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 21st day of January, 2020, 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:

GARDEN CITY SOUTH
Section 202-14

NASSAU BOULEVARD (TH 565/19) West Side
- ONE HOUR PARKING EXCEPT NO PARKING
3 AM TO 6 AM MONDAY AND THURSDAY -
starting at a point 30 feet north of
the north curblineline of Terrace Avenue
north for a distance of 246 feet.

NASSAU BOULEVARD (TH 565/19) West Side
- ONE HOUR PARKING EXCEPT NO PARKING
3 AM TO 6 AM MONDAY AND THURSDAY -
starting at a point 381 feet north of
the north curblineline of Terrace Avenue
north for a distance of 192 feet.

NASSAU BOULEVARD (TH 565/19) East Side
- ONE HOUR PARKING EXCEPT NO PARKING
3 AM TO 6 AM MONDAY AND THURSDAY -
starting at a point 76 feet north of
the north curblineline of Terrace Avenue
north for a distance of 157 feet.

NASSAU BOULEVARD (TH 565/19) East Side
- ONE HOUR PARKING EXCEPT NO PARKING
3 AM TO 6 AM MONDAY AND THURSDAY -
starting at a point 403 feet north of
the north curblineline of Terrace Avenue
north for a distance of 176 feet.

(NR) ISLAND PARK
Section 202-28

AUSTIN BOULEVARD (TH 539/19) West Side
- TWO HOUR PARKING 8 AM TO 6 PM -
starting from a point 20 feet opposite
the north curblineline of Vanderbilt Avenue
north for a distance of 99 feet.

AUSTIN BOULEVARD (TH 539/19) West Side
- 30 MINUTE PARKING 8 AM TO 6 PM -
starting from a point 119 feet opposite
the north curblineline of Vanderbilt Avenue
north for a distance of 65 feet.

WEST HEMPSTEAD
Section 202-20

ARGYLE ROAD (TH 551/19) North Side - NO
PARKING 9 AM TO 9 PM EXCEPT SUNDAYS -
starting at a point 13 feet west of the
west curbline of Marlborough Road west
for a distance of 100 feet.

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

GARDEN CITY SOUTH
Section 202-14

NASSAU BOULEVARD (TH 187/90) East Side
- ONE HOUR PARKING EXCEPT NO PARKING
3 AM TO 6 AM ON MONDAY AND THURSDAY -
starting at a point 75 feet north of
the north curbline of Terrace Avenue
north to a point 40 feet south of the
south curbline of Warren Boulevard.
(Adopted 10/16/90)

NASSAU BOULEVARD (TH 145/93) West Side
- ONE HOUR PARKING EXCEPT NO PARKING
3 AM TO 6 AM ON MONDAY AND THURSDAY -
starting at a point 30 feet north of
the north curbline of Terrace Avenue
north for a distance of 544 feet.
(Adopted 9/14/93)

(NR) ISLAND PARK
Section 202-28

AUSTIN BOULEVARD (TH 750/63) West Side
- TWO HOUR PARKING 8 AM TO 6 PM -
starting from a point 20 feet north of
the prolongation of the north curbline
of Vanderbilt Avenue north for a
distance of 164 feet. (Amended 1/21/64)

WEST HEMPSTEAD
Section 202-20

ARGYLE ROAD (TH 493/84) North Side - NO
PARKING 9 AM TO 9 PM EXCEPT SUNDAYS -
starting at the east curbline of
Buckingham Road east to the west
curbline of Marlborough Road.
(Adopted 1/29/85)

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

Dated: December 10, 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:

GARDEN CITY SOUTH
Section 202-14

NASSAU BOULEVARD (TH 565/19) West Side – ONE HOUR PARKING EXCEPT NO PARKING 3 AM TO 6 AM MONDAY AND THURSDAY – starting at a point 30 feet north of the north curbline of Terrace Avenue north for a distance of 246 feet.

NASSAU BOULEVARD (TH 565/19) West Side – ONE HOUR PARKING EXCEPT NO PARKING 3 AM TO 6 AM MONDAY AND THURSDAY – starting at a point 381 feet north of the north curbline of Terrace Avenue north for a distance of 192 feet.

NASSAU BOULEVARD (TH 565/19) East Side – ONE HOUR PARKING EXCEPT NO PARKING 3 AM TO 6 AM MONDAY AND THURSDAY – starting at a point 76 feet north of the north curbline of Terrace Avenue north for a distance of 157 feet.

NASSAU BOULEVARD (TH 565/19) East Side – ONE HOUR PARKING EXCEPT NO PARKING 3 AM TO 6 AM MONDAY AND THURSDAY – starting at a point 403 feet north of the north curbline of Terrace Avenue north for a distance of 176 feet.

(NR) ISLAND PARK
Section 202-28

AUSTIN BOULEVARD (TH 539/19) West Side – TWO HOUR PARKING 8 AM TO 6 PM – starting from a point 20 feet opposite the north curbline of Vanderbilt Avenue north for a distance of 99 feet.

AUSTIN BOULEVARD (TH 539/19) West Side – 30 MINUTE PARKING 8 AM TO 6 PM – starting from a point 119 feet opposite the north curbline of Vanderbilt Avenue north for a distance of 65 feet.

WEST HEMPSTEAD
Section 202-20

ARGYLE ROAD (TH 551/19) North Side – NO PARKING 9 AM TO 9 PM EXCEPT SUNDAYS – starting at a point 13 feet west of the west curbline of Marlborough Road west for a distance of 100 feet.

Section 2. Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine said Section last amended by local law number seventy four of two thousand nineteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

GARDEN CITY SOUTH
Section 202-14

NASSAU BOULEVARD (TH 187/90) East Side – ONE HOUR PARKING EXCEPT NO PARKING 3 AM TO 6 AM ON MONDAY AND THURSDAY – starting at a point 75 feet north of the north curbline of Terrace Avenue north to a point 40 feet south of the south curbline of Warren Boulevard. (Adopted 10/16/90)

NASSAU BOULEVARD (TH 145/93) West Side – ONE HOUR PARKING EXCEPT NO PARKING 3 AM TO 6 AM ON MONDAY AND THURSDAY – starting at a point 30 feet north of the north curblineline of Terrace Avenue north for a distance of 544 feet. (Adopted 9/14/93)

(NR) ISLAND PARK
Section 202-28

AUSTIN BOULEVARD (TH 750/63) West Side – TWO HOUR PARKING 8 AM TO 6 PM – starting from a point 20 feet north of the prolongation of the north curblineline of Vanderbilt Avenue north for a distance of 164 feet. (Amended 1/21/64)

WEST HEMPSTEAD
Section 202-20

ARGYLE ROAD (TH 493/84) North Side – NO PARKING 9 AM TO 9 PM EXCEPT SUNDAYS – starting at the east curblineline of Buckingham Road east to the west curblineline of Marlborough Road. (Adopted 1/29/85)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30200

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. 83-2019, 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 January 21, 2020, 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. 83-2019, 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 # 78
Case # 30200

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 21st day of January, 2020, 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:

GARDEN CITY SOUTH NASSAU BOULEVARD (TH 565/19) West Side
- NO STOPPING ANYTIME - starting at a point 276 feet north of the north curblines of Terrace Avenue north for a distance of 105 feet.

NASSAU BOULEVARD (TH 565/19) East Side
- NO STOPPING ANYTIME - starting at a point 233 feet north of the north curblines of Terrace Avenue north for a distance of 170 feet.

LIDO BEACH SEASPRAY DRIVE MARGINAL ROAD (TH 541/19) East Side - NO STOPPING ANYTIME
- from the south curblines of Marginal Road south to its southernmost terminus.

SEASPRAY DRIVE MARGINAL ROAD (TH 541/19) West Side - NO STOPPING HERE TO CORNER - from the south curblines of Marginal Road south for a distance of 30 feet.

UNIONDALE UNIONDALE AVENUE (TH 508/19) West Side
- NO STOPPING ANYTIME - starting at the north curblines of Jerusalem Avenue north for a distance of 105 feet.

(NR) VALLEY STREAM ARKANSAS DRIVE (TH 543/19) South Side - NO STOPPING ANYTIME - starting at a point 354 feet west of the west curblines of Seaton Place west for a distance of 23 feet.

WOODMERE EASTWOOD ROAD (TH 572/19) East Side - NO STOPPING HERE TO CORNER - from the north curblines of Crestwood Road north for a distance of 30 feet.

FRANKLIN PLACE (TH 544/19) West Side -
NO STOPPING ANYTIME - starting at a
point 109 feet south of the south
curbline of Cedar Lane south for a
distance of 20 feet.

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

UNIONDALE UNIONDALE AVENUE (TH 783/67) West Side
- NO STOPPING BETWEEN SIGNS - from the
north curbline of Jerusalem Avenue
north for a distance of 206 feet.
(Amended 2/20/68)

UNIONDALE AVENUE (TH 72/75) West Side -
NO STOPPING ANYTIME - starting at the
north curbline of Jerusalem Avenue
north for a distance of 226 feet.
(Adopted 4/15/75)

WEST HEMPSTEAD BUCKINGHAM ROAD (TH 348/96) East Side -
NO PARKING ANYTIME - starting at a
point 30 feet north of the north
curbline of Argyle Road north for a
distance of 58 feet. (8/19/97)

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

Dated: December 10, 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:

GARDEN CITY SOUTH

NASSAU BOULEVARD (TH 565/19) West Side – NO STOPPING ANYTIME – starting at a point 276 feet north of the north curbline of Terrace Avenue north for a distance of 105 feet.

NASSAU BOULEVARD (TH 565/19) East Side – NO STOPPING ANYTIME – starting at a point 233 feet north of the north curbline of Terrace Avenue north for a distance of 170 feet.

LIDO BEACH

SEASPRAY DRIVE MARGINAL ROAD (TH 541/19) East Side – NO STOPPING ANYTIME – from the south curbline of Marginal Road south to its southernmost terminus.

SEASPRAY DRIVE MARGINAL ROAD (TH 541/19) West Side – NO STOPPING HERE TO CORNER – from the south curbline of Marginal Road south for a distance of 30 feet.

UNIONDALE

UNIONDALE AVENUE (TH 508/19) West Side – NO STOPPING ANYTIME – starting at the north curbline of Jerusalem Avenue north for a distance of 105 feet.

(NR) VALLEY STREAM

ARKANSAS DRIVE (TH 543/19) South Side – NO STOPPING ANYTIME – starting at a point 354 feet west of the west curbline of Seaton Place west for a distance of 23 feet.

WOODMERE

EASTWOOD ROAD (TH 572/19) East Side – NO STOPPING HERE TO CORNER – from the north curbline of Crestwood Road north for a distance of 30 feet.

FRANKLIN PLACE (TH 544/19) West Side – NO STOPPING ANYTIME – starting at a point 109 feet south of the south curbline of Cedar Lane south for a distance of 20 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:

UNIONDALE

UNIONDALE AVENUE (TH 783/67) West Side – NO STOPPING BETWEEN SIGNS – from the north curbline of Jerusalem Avenue north for a distance of 206 feet.
(Amended 2/20/68)

UNIONDALE AVENUE (TH 72/75) West Side – NO STOPPING ANYTIME – starting at the north curbline of Jerusalem Avenue north for a distance of 226 feet.
(Adopted 4/15/75)

WEST HEMPSTEAD

BUCKINGHAM ROAD (TH 348/96) East Side – NO
PARKING ANYTIME – starting at a point 30 feet north of
the north curbline of Argyle Road north for a distance of
58 feet. (8/19/97)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30201

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. 84-2019, 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 January 21, 2020, 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. 84-2019, 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 # 79
Case # 30201

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

Dated: December 10, 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:

BALDWIN

CORNWELL AVENUE (TH 534/19) STOP – all traffic traveling northbound on Eastern Parkway shall come to a full stop.

NORTH BELLMORE

JANET AVENUE (TH 530/19) STOP – all traffic traveling northbound on Harrison Street shall come to a full stop.

JANET AVENUE (TH 530/19) STOP – all traffic traveling southbound on Harrison Street shall come to a full stop.

STEPHEN STREET (TH 562/19) STOP – all traffic traveling westbound on Catherine Place shall come to a full stop.

NORTH MERRICK

WINIFRED DRIVE (TH 549/19) STOP – all traffic traveling eastbound on Babs Lane shall come to a full stop.

OCEANSIDE

HAROLD STREET (TH 566/19) STOP – all traffic traveling northbound on Oaktree Court shall come to a full stop.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30202

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. 85-2019, 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 January 21, 2020 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. 85-2019, 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 # 80

Case # 30202

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 21st day of January, 2020, 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:

WOODMERE EDWARD AVENUE (TH 557/19) East Side - NO PARKING 8 AM TO 6 PM SCHOOL DAYS - from the south curbline of Ibsen Street south for a distance of 265 feet.

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

WOODMERE EDWARD AVENUE (TH 351/10) East Side - NO PARKING 8 AM TO 6 PM SCHOOL DAYS - from the south curbline of Ibsen Street south for a distance of 213 feet. (Adopted 11/23/10)

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

Dated: December 10, 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:

WOODMERE

EDWARD AVENUE (TH 557/19) East Side – NO PARKING 8 AM TO 6 PM SCHOOL DAYS – from the south curblineline of Ibsen Street south for a distance of 265 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:

WOODMERE

EDWARD AVENUE (TH 351/10) East Side – NO PARKING 8 AM TO 6 PM SCHOOL DAYS – from the south curblineline of Ibsen Street south for a distance of 213 feet. (Adopted 11/23/10)

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 INCLUDE AND 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. 86-2019, Print No. 1 to amend the said Section 202-52 of the Code of the Town of Hempstead to include and 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 January 21, 2020, 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. 86-2019, Print No. 1, to amend Section 202-52 of the Code of the Town of Hempstead to include and 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# 81
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 21st day of January 2020, 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:

UNIONDALE UNIONDALE AVENUE (TH 508/19) West Side -
NO STOPPING BUS STOP - starting at a
point 105 feet north of the north
curbline of Jerusalem Avenue north for a
distance of 93 feet.

ALSO, to REPEAL from Section 202-52 "BUS STOPS" from the following locations:

UNIONDALE UNIONDALE AVENUE (TH 102/79) West Side -
NO STOPPING BUS STOP - starting from the
south curbline of Jerusalem Avenue south
for a distance of 80 feet.
(Adopted 7/24/79)

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

Dated: December 10, 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 include and 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 including therein "BUS STOPS" at the following locations:

UNIONDALE

UNIONDALE AVENUE (TH 508/19) West Side – NO STOPPING BUS STOP – starting at a point 105 feet north of the north curblineline of Jerusalem Avenue north for a distance of 93 feet.

Section 2. 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:

UNIONDALE

UNIONDALE AVENUE (TH 102/79) West Side – NO STOPPING BUS STOP – starting from the south curblineline of Jerusalem Avenue south for a distance of 80 feet.
(Adopted 7/24/79)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

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

FRANKLIN SQUARE

VAN BUREN AVENUE - north side, starting at a point 108 feet east of the east curblineline of Franklin Avenue, east for a distance of 20 feet.
(TH-575/04-2/22/05) (TH-558/19)

LANGDON STREET - north side, starting at a point 64 feet east of the east curblineline of Catherine Avenue, east for a distance of 20 feet.
(TH-351/19 - 10/02/19) (TH-351B/19)

LIDO BEACH

NEPTUNE ROAD - south side, starting at a point 30 feet west of the west curblineline of Anchor Road, west for a distance of 20 feet.
(TH-326/08 - 4/21/09) (TH-535/19)

WESTBURY

BOWLING GREEN DRIVE - west side, starting at a point 166 feet north of the north curblineline of Myron Road, north for a distance of 20 feet.
(TH-489/07 - 11/27/07) (TH-552/19)

WOODMERE

WESTWOOD ROAD - east side, starting at a point 162 feet north of the north curblineline of West Broadway, north for a distance of 20 feet.
(TH-607/08 - 1/06/09) (TH-493/19)

; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof once 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 21st day of January , 2020, 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:

FRANKLIN SQUARE

FENWORTH BOULEVARD - north side, starting at a point 52 feet east of the east curbline of Sempton Boulevard, east for a distance of 20 feet.
(TH-555/19)

SEAFORD

LOCUST AVENUE - north side, starting at a point 40 feet west of a point opposite the east curbline of Corral Path, west for a distance of 23 feet.
(TH-529/19)

VALLEY STREAM

FENWOOD DRIVE - east side, starting at a point 136 feet north of the north curbline of Shipley Avenue, north for a distance of 20 feet.
(TH-515/19)

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

FRANKLIN SQUARE

VAN BUREN AVENUE - north side, starting at a point 108 feet east of the east curbline of Franklin Avenue, east for a distance of 20 feet.
(TH-575/04-2/22/05) (TH-558/19)

LANGDON STREET - north side, starting at a point 64 feet east of the east curbline of Catherine Avenue, east for a distance of 20 feet.

(TH-351/19 - 10/02/19) (TH-351B/19)

LIDO BEACH

NEPTUNE ROAD - south side, starting at a point 30 feet west of the west curbline of Anchor Road, west for a distance of 20 feet.

(TH-326/08 - 4/21/09) (TH-535/19)

WESTBURY

BOWLING GREEN DRIVE - west side, starting at a point 166 feet north of the north curbline of Myron Road, north for a distance of 20 feet.

(TH-489/07 - 11/27/07) (TH-552/19)

WOODMERE

WESTWOOD ROAD - east side, starting at a point 162 feet north of the north curbline of West Broadway, north for a distance of 20 feet.

(TH-607/08 - 1/06/09) (TH-493/19)

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

Dated: Hempstead, New York
December 10 , 2019

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING
ON THE PROPOSED RENEWAL CONTRACT
WITH THE HEWLETT BAY FIRE DISTRICT
FOR FURNISHING FIRE PROTECTION
SERVICES WITHIN THE WEST SUNBURY
FIRE PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the West Sunbury Fire Protection District has expired, and the Hewlett Bay Fire District has offered to contract for a further period of four years commencing January 1, 2018 and expiring December 31, 2021, for the annual sums of \$380,051.00 for the year 2018; \$380,051.00 for the year 2019; \$385,752.00 for the year 2020; and \$393,467.00 for the year 2021; and

WHEREAS, this Town Board deems it to be in the public interest to renew said contract for a further period of three years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 184 of the Town Law of the State of New York, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, January 21, 2020, at 10:30 o'clock in the forenoon of that day, for the purpose of considering the proposal of the Hewlett Bay Fire District, to contract for a further period of four years commencing January 1, 2018 and expiring December 31, 2021, for the annual sums of \$380,051.00 for the year 2018; \$380,051.00 for the year 2019; and \$385,752.00 for the year 2020; and \$393,467.00 for the year 2021; for the furnishing of fire protection services, upon the same conditions, within the West Sunbury Fire Protection District; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a notice of said public hearing describing the proposed contract in a newspaper having a general circulation within the Town of Hempstead, at least once, not less than ten days before the date of said public hearing.

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

AYES:

NOES:

Item #

83

Case #

6743

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 21st day of January , 2020, 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 proposal made by Hewlett Bay Fire District, to contact for the furnishing of fire protection services within the West Sunbury Fire Protection District for a four year period commencing January 1, 2018 and expiring December 31, 2021, for the annual sums of \$380,051.00 for the year 2018; \$380,051.00 for the year 2019; \$385,752.00 for the year 2020; and \$393,467.00 for the year 2021.

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.

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
December 10, 2019

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

THIS AGREEMENT, made the day of , 2019,
between the TOWN OF HEMPSTEAD, a municipal corporation having
its principal offices at Hempstead Town Hall, Town Hall
Plaza, 1 Washington Street, Village and Town of Hempstead,
Nassau County, New York, on behalf of the WEST SUNBURY FIRE
PROTECTION DISTRICT, hereinafter called the "Protection
District," and the HEWLETT BAY FIRE DISTRICT, having its
principal office at 25 Franklin Avenue, Hewlett, Nassau
County, New York, hereinafter called the "Fire Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town
Law of the State of New York, there has been duly established
in the Town of Hempstead (hereinafter sometimes referred to
as the "Town"), a Fire Protection District known as the West
Sunbury Fire Protection District, embracing that territory in
the Town described in the resolution establishing said
District, adopted by the Town Board of the Town, and the
resolutions, if there are any, thereafter extending such
District; and

WHEREAS, after a public hearing on due notice, the
said Town Board duly authorized an agreement with the Fire
Department for fire protection within the territory of the
Protection District, for a period of four (4) years, upon the
terms and conditions herein set forth; and

WHEREAS, the consent of the Hewlett Bay Fire
Department to this contract has been obtained pursuant to
Section 209-d of the General Municipal Law of the State of

New York, and said contract has also been duly authorized by the Board of Fire Commissioners of the said Hewlett Bay Fire District;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the territory of the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2018 and ending on the 31st day of December, 2021, to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability, and at all times during the term of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the Insurance Service Organization or other underwriting entity approved by the Town, and in such manner as will ensure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sums of \$380,051.00 for the year 2018; \$380,051.00 for the year 2019; \$385,752.00 for the year 2020; and \$393,467.00 for the year 2021; such sums to be

levied and assessed upon the taxable property within the territory of the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September of each year.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire fighting equipment or apparatus.

(b) If the Fire Department is a village or a fire district, it may pay to the volunteer fire department or company under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder in accordance with Subdivision 16 of Section 176 of the Town Law, and Section 209-4 of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire District/Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its

members, and to hold the Town and the Protection District harmless from any and all claims for injury or damages to persons and property arising out of its operation under this agreement other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the West Sunbury Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

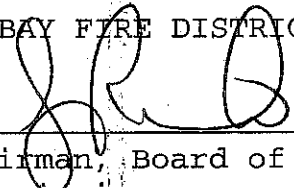
FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law, Section 176-b of the Town Law, both of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of
WEST SUNBURY FIRE PROTECTION DISTRICT

By _____
Supervisor

HEWLETT BAY FIRE DISTRICT

By  _____
Chairman, Board of Fire
Commissioners

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE BUILDING ZONE ORDINANCE OF THE TOWN OF HEMPSTEAD IN ORDER TO DISTINGUISH BETWEEN FENCES CONSTRUCTED OF MATERIALS AND NATURAL CULTIVATED GROWTH SUCH AS HEDGES, TREES AND SHRUBS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to amend the Building Zone Ordinance of the Town of Hempstead pursuant to Article 16 of the Town Law of the State of New York and Article XXVI of the Building Zone Ordinance of the Town of Hempstead, as amended; and

WHEREAS, it is in the public interest to consider amendments to the Building Zone Ordinance of the Town of Hempstead in order to distinguish between fences constructed of materials and natural cultivated growth such as hedges, trees and shrubs.

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 21st day of January, 2020, at 10:30 o'clock in the forenoon of that day at which time all persons interested shall be heard on the proposed amendments to the Building Zone Ordinance of the Town of Hempstead in order to distinguish between fences constructed of materials and natural cultivated growth such as hedges, trees and shrubs, as follows:

Section 1.

Article I, Section 1 of the Building Zone Ordinance is hereby amended to read as follows:

Article I. Definitions and Word Usage

§ 1 Definitions.

Unless otherwise expressly stated, the following words shall, for the purpose of this ordinance, have the meanings herein indicated:

FAMILY

A family consists of one or more persons, whether or not related to each other by blood, marriage or adoption, all of whom live and cohabit together as a single, stable and bona fide housekeeping unit, provided that such persons together occupy and own, lease or rent the whole of the building or dwelling unit (and, if such exists, a separate accessory building or dwelling unit) in a family-like living arrangement as the functional and factual equivalent of a natural family and use all rooms and housekeeping facilities in common. Any such number of persons shall not be deemed to constitute a family if any one of such persons may not have lawful access to all parts of the principal building or separate building or dwelling unit or if any one or more of such persons lease or rent any portion of such principal building and/or separate accessory building or dwelling unit from any other person.

[Effective 6-28-1974; 3-29-2003]

FENCE

[May consist of either woven wire, woven wood, picket, board or a cultivated or natural growth of shrubs or trees.] **A man-made barrier placed or arranged as a line of demarcation, enclosure or visual barrier that is constructed of wood, chain link metal, vinyl, aluminum, PVC and/or plastic inserts, or of masonry, concrete, cinder block or similar materials.**

Item # 84
28644
Case # 28657
2867

FLOOR AREA

The sum, in square feet, of the areas of all floors of a building or buildings, measured horizontally in a plane to the exterior faces of perimeter walls or from the center line of walls separating buildings. Included are the areas of cellars, basements, interior balconies and mezzanines, enclosed porches, partitions, columns, stairwells, elevator shafts, duct shafts, elevator rooms, pipe spaces, mechanical penthouses and the floor area of accessory buildings and structures. Mechanical rooms, pipe spaces, spaces having a headroom of less than six feet, balconies projecting beyond exterior walls, covered terraces, covered walkways, covered porches and similar spaces shall have their measured floor area multiplied by 0.50 when calculating total "floor area." Exemptions from "floor area" shall be as follows:

[Effective 4-29-1989]

A. The floor area of a cellar and/or basement and/or grade level and/or first story above grade level of buildings and structures shall be excluded from the calculation of "floor area," provided that the floor area of such cellar and/or basement and/or grade level and/or first story above grade level of buildings and structures is used exclusively for off-street parking facilities.

[Effective 6-8-2012]

B. The floor area of an arcade, covered plaza or atrium shall be excluded from the calculation of "floor area," provided that the floor area of such space is not used for any purpose other than pedestrian traffic.

C. The floor area of a pedestrian mall/plaza shall be excluded from the calculation of "floor area."

Section 2.

Article I, Section 1 of the Building Zone Ordinance is hereby amended to read as follows:

Article I. Definitions and Word Usage

§ 1 Definitions.

Unless otherwise expressly stated, the following words shall, for the purpose of this ordinance, have the meanings herein indicated:

PEDESTRIAN MALL/PLAZA

An open space, unobstructed from its lowest level to the sky and accessible to the public from an adjoining street, arcade or covered plaza. A "pedestrian mall/plaza" may include the following: flagpoles, open terraces, steps, ornamental fountains or statuary, benches, parapets, not exceeding three feet in height, railings or screen walls not less than fifty-percent open, planting beds, shrubs, trees, cafe or street furniture, kiosks or recreational facilities.

[Effective 4-29-1989]

PLANTING SCREEN

An all-season visual barrier of continuous natural plantings, such as hedges, trees, shrubs and other natural plantings. For purposes of this definition, natural plantings of two or more hedges, trees or shrubs in which the trunk, stem, branch or growth is separated by a distance of 18 inches or more to another trunk, stem, or branch shall not be considered a planting screen; provided, however, that two or more trees with branches separated by a distance of 18 inches or less and which are no lower than 8 feet above the street grade shall not be considered a planting screen.

PREMISES

Includes the land and all buildings and structures thereon.

Section 3.

Article XIV, Section 166 of the Building Zone Ordinance is hereby amended to read as follows:
Article XIV CR Cluster Residence District (CR)

§ 166 Fences, hedges and shrubbery.

A. Fences not over four feet in height may be erected only if shown on the approved site plan, provided that if such fence shall be erected along any street, the permitted height thereof shall be measured from the existing elevation of the center line of such street, and provided further that within a radius of 30 feet of the corner formed by any intersecting streets, the height of any fences, hedges [or] shrubberies, or planting screens measured from the existing elevation of the center line of the abutting street shall not exceed a height of 2 1/2 feet at any point. Otherwise, fences may be erected and shall be erected in accordance with the approved site plan and shall thereafter be properly maintained at all times.

B. All fences shall be so erected that the finished surface shall be visible to adjacent residential zoning district properties.

C. Any other provision notwithstanding, the Town Board, upon its review of a site plan, may waive or alter fence requirements in the interest of improved building or site design and when it determines that such waiver will contribute to the livability and design quality of the project.

Section 4.

Article XXXI, Section 311 of the Building Zone Ordinance is hereby amended to read as follows:

Article XXXI. General Provisions

§ 311 Clear sight triangle.
[Effective 3-28-1975; 4-11-1993]

On any corner lot, no wall, fence or other structure shall be erected or altered and no hedge, tree, shrub, planting screen or other growth shall be maintained at a height greater than 2 1/2 feet at any point within a radius of 20 feet of the point formed by any intersecting property lines adjacent to roads or highways, and provided further that such height shall be measured from the existing elevation of the center line of such road or highway opposite such wall, fence, other structure, hedge, tree, or shrub, planting screen or other growth.

Section 5.

Article XXXI, Section 311 of the Building Zone Ordinance is hereby amended to read as follows:

Article XXXI. General Provisions

§ 312 Fences and planting screens.

A. Fencing [~~or screening~~] required.

(1) To provide for the health, safety and welfare of residents of property which is, has been or is about to be zoned Residence A, AA, A1, A2, B, BB, BA, C, or LPRD, a fence, as hereinafter described, shall be installed on adjacent property which is, has been or is about to be zoned otherwise, under any of the following circumstances: [Effective 10-31-1987; 6-18-2002]

(a) On immediately adjacent (contiguously abutting) property which is used or is intended to be used for any purpose not permitted on property that is, has been or is about to be zoned Residence A, AA, A1, A2, B, BB, BA, C or LPRD.

(b) In lieu of contiguous abutment, when property zoned Residence A, AA, A1, A2, B, BB, BA, C or LPRD is separated from property zoned otherwise for any purpose not permitted in said residence-zoned property by a street upon which the residence-zoned side yard or rear yard

abuts.

(2) Any required fence shall be installed and maintained upon the nonresidence-zoned side of the common boundary or upon the nonresidence-zoned side of whatever property line abuts the street which separates the dissimilar-zoned properties.

(3) Any required fence [~~shall consist of either a continuous evergreen planting screen or other fence~~] **shall be** installed and maintained in a manner designed to obscure any such boundary from the view of persons on adjacent residence-zoned property and shall also be installed and maintained in a manner designed to prevent all reflection from artificial lighting of any kind, and said [~~planting screen or other~~] fence shall be installed at a height of not less than six feet[~~; wherever applicable, the finished side of a fence shall face the residential property~~].

(4) Any use of adjacent property which does not conform to the provisions of this section on the date of the latest reenactment thereof shall be required to so conform within 18 months of the date of said reenactment. [Effective 5-27-1978]

B. **Reserved.** [~~Where a planting screen is installed in compliance with the provisions of Subsection A of this section, it shall also include the erection and maintenance of a woven wire fence to prevent paper and debris from being carried or blown through or under such planting screen.~~]

C. Where [~~another type of~~] a fence is erected in compliance with the provisions of Subsection A of this section, it shall be installed with the finished side thereof facing the premises zoned for residential use. [Effective 3-28-1975]

D. The Board of Zoning Appeals may, upon a verified application and after a public hearing, permanently waive the requirements of this section; provided, however, that it shall find that all of the record owners of abutting residentially zoned premises do not wish a fence to be erected, as evidenced by the filing with said Board, at least five days prior to said hearing, by each abutting owner of a written request for a waiver signed and acknowledged as a deed of conveyance of real property. Each request shall state that the waiver, if granted, shall be irrevocably binding upon the successors in interest of each said owner. [Effective 3-28-1975]

E. On any interior lot where a fence [~~planting screen~~] or open fence shall be erected along a road or highway, the permitted height thereof measured from the existing elevation of the center of the highway opposite the fence shall not exceed four feet in height when the location of the fence shall exceed toward the street a greater distance than the streetside building line of any buildings located on the adjoining plot or plots except when authorized by the Board of Zoning Appeals, pursuant to Article XXVII hereof. [Effective 3-28-1975]

F. On any corner lot where a fence, planting screen or open fence not controlled by § 311 hereof shall be erected along a road or highway, the height thereof measured from the existing elevation of the center of the highway opposite the fence shall not exceed four feet when the location of the fence shall exceed toward the street a greater distance than the streetside building line of any buildings located on the corner lot except when authorized by the Board of Zoning Appeals, pursuant to Article XXVII hereof. [Effective 3-28-1975]

G. Anything in this ordinance to the contrary notwithstanding, the owner or occupant of a premises zoned for residential use abutting a premises used for a purpose not permitted in a residential zone may erect a fence [~~of any height, but~~] not exceeding six feet **in height** along the common boundary of the premises zoned for a purpose not permitted in a residential use.

H. Planting Screens.

(1) A planting screen of any height shall be permitted on the rear lot line and those linear portions of the side lot lines enclosing a rear yard; provided, however, that the planting screen and its relationship to the street fronting upon the premises shall not exceed a greater distance frontward to the street than the front building line of the dwelling.

(2) Any planting screen frontward of the front building line shall be no greater than

four feet in height, and of a type which does not substantially obstruct line of sight; provided, however, that no planting screen exceeding a height of two feet six inches shall be located within a triangular area bounded by the intersection of either side of the driveway and street line for a distance of 15 feet from the point of intersection of the street and driveway lines.

(3) No hedge, tree, shrub or other natural planting shall be permitted or maintained in locations where it obstructs line of sight or otherwise causes a safety hazard.

(4) Where applicable, compliance with § 311 of this ordinance shall be required.

(5) There shall be a clearance buffer between the planting screen and any cables above, maintained by trimming the portion of the planting screen physically located on the owner's property.

(6) The planting screen shall be well maintained at all times and kept in a healthy condition and replaced promptly (in whole or in part) if diseased or dead, weather permitting.

and; be it further

RESOLVED, that the Town Clerk be and he hereby is directed to publish notice thereof once at least ten (10) days prior to the date set for the public hearing and give written notice to people entitled thereto according to law.

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

AYES:
NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 21st day of January, 2020 , at 10:30 o'clock in the forenoon of that day, to consider amendments to the Building Zone Ordinance of the Town of Hempstead in order to distinguish between fences constructed of materials and natural cultivated growth such as hedges, trees and shrubs.

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

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

Dated: Hempstead, New York
December 10, 2019

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

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION CALLING A PUBLIC HEARING
ON THE PROPOSED AMENDMENT OF
ARTICLE XXVI OF THE BUILDING ZONE
ORDINANCE OF THE TOWN OF HEMPSTEAD
RELATIVE TO THE ADMINISTRATION AND
ENFORCEMENT OF TREE PERMIT
REQUIREMENTS.**

WHEREAS, the Town Board of the Town of Hempstead is empowered to amend the Building Zone Ordinance of the Town of Hempstead pursuant to Article 16 of the Town Law of the State of New York and Article XXVI of the Building Zone Ordinance of the Town of Hempstead, as amended; and

WHEREAS, it is in the public interest to consider the amendment of Article XXVI of the Building Zone Ordinance of the Town of Hempstead entitled "Administration and Enforcement" in order to require the issuance of a building permit prior to the removal of trees on private property.

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 21st day of January, 2020, at 10:30 o'clock in the forenoon of that day at which time all persons interested shall be heard on the proposed amendment to Article XXVI of the Building Zone Ordinance of the Town of Hempstead entitled "Administration and Enforcement" in order to require the issuance of a building permit prior to the removal of trees on private property:

§ 256 Building permits.

- A. The Building Inspector shall require that the application for a building permit and the accompanying plot plan shall contain all the information necessary to enable him to ascertain whether the proposed building complies with the provisions of this ordinance and the Building Code.
- B. No building permit shall be issued until the Building Inspector has certified that the proposed building or alteration complies with all the provisions of this ordinance and the Building Code.
- C. Until a building permit has been duly issued therefor, it shall be unlawful for any person to commence work for the erection or alteration of any building or structure; commence the clearing of any lot or premises of trees, shrubs or similar growth prior to construction[?]; **commence the removal of any tree, or part thereof, on private property;** commence work on any lot or premises for any purpose or any use; or make any excavation thereon for the removal of sand, gravel, stone or topsoil, except when such removal is made for the purpose of farming the lot or premises. [Effective 7-2-1984; 10-18-1987]
- D. Tree preservation. [Effective 10-18-1987]

(1) No subdivision, lot reapportionment or site plan, regardless of area, shall be approved, or a building permit issued, without due consideration being given to

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the preservation of existing trees.

(2) No building permit shall be issued until **the provisions contained in Chapter 184** [~~§ 184-11~~] of the Code of the Town of Hempstead [~~entitled "Review of site plans."~~] ha[s]ve been satisfied fully.

E. Senior residence. [Effective 8-31-1992]

- (1) For any use district which expressly permits use of a single-family detached dwelling as a senior residence, the Department of Buildings shall issue a building permit for such use or for installation of a second kitchen and/or separate entrance authorized thereby, which permit shall be valid for a period of two years from the date of issuance, only upon satisfaction of the following requirements:
 - (a) Submission of completed building permit application and payment of fee.
 - (b) Declaration.
 - [1] Submission of a binding declaration of restrictive covenants by the owner of the premises stating that both the owner and second-family lessee agree to permit a representative of the Department of Buildings to enter the premises on reasonable notice to ascertain whether the current occupancy of the premises actually complies with the requirements for designation of the premises as a senior residence and stating that upon termination of the building permit authorizing use of premises as a senior residence:
 - [a] The right to maintain the second kitchen and/or separate entrance installed therein on the basis of such permit shall lapse immediately;
 - [b] The owner shall cause the lawful removal of the second kitchen and/or separate entrance within 90 days of the termination of said permit; and
 - [c] The owner shall permit a representative of the Department of Buildings to enter the premises, upon reasonable notice, to verify that the second kitchen and/or separate entrance has been lawfully removed.
 - [2] Said declaration shall also state that its provisions are binding upon both the owner and second-family lessee of the premises as well as their heirs, executors, legatees, assigns or successors in interest and that such provisions shall run with the land. The declaration shall be filed with the deed to the premises at the office of the Clerk of the County of Nassau upon issuance of the permit.
 - (c) Submission of a sworn affidavit of the owner of the premises and/or, if applicable, the owner's coresident spouse stating that persons age (at least 62 years) and relationship to the owner (self or spouse) and stating that such person presently and permanently resides at the premises and will notify the Department of Buildings, in writing, immediately prior to termination of his or her residence at the premises or immediately prior to any absence from the premises for any reason for a continuous period of at least 30 days.
 - (d) Submission of a sworn affidavit of the owner of the premises, which owner shall be a natural person, stating that such owner presently and permanently is residing at the premises, stating that such owner shall notify the Department of Buildings, in writing, prior to termination of such owner's residence at the premises or prior to such owner's absence from the premises for a period of at least 30 days and stating that such owner also shall notify the Department of Buildings, in writing, prior to the termination of permanent residence or absence from the premises for a period of at least 30 days of the owner's coresident spouse if such spouse's residence at the

premises is required for designation of the premises as a senior residence.

- (e) Inspection of the premises by a representative of the Department of Buildings indicating that there are no Building or Zoning Code violations outstanding at the premises, except any such violation which verifiably would not exist upon issuance of the senior residence permit and second kitchen and/or separate entrance installation permit authorized thereby.
- (2) A permit authorizing use of premises as a senior residence or authorizing use of a second kitchen and/or separate entrance therefor shall not lapse upon the expiration of two years from the date of issuance or upon the expiration of successive two-year renewal periods, provided that prior to the scheduled date of expiration but not earlier than 30 days prior thereto updated affidavits are submitted in conformity with Subsection E(1)(c) and (d) hereof.
- (3) A permit authorizing use of premises as a senior residence or authorizing use of a second kitchen and/or separate entrance therefor shall terminate upon the occurrence of any of the following events:
 - (a) Expiration of two years from date of issuance or renewal of the permit without further renewal as provided by Subsection E(2) hereof.
 - (b) Discovery by the Department of Buildings of a materially false statement contained in the building permit application and supporting documents.
 - (c) Discovery by the Department of Buildings that either the owner or the owner's coresident spouse whose residence at the premises also may be required for senior residence designation has not resided at the premises for 90 or more days during any two-year period for which the permit has been approved.
 - (d) Discovery by the Department of Buildings of any Building or Zoning Code violation at the premises and failure of the owner to abate such violation within 90 days' notice thereof.
- (4) Application fees.
 - (a) Application fee for senior residence permit: \$150.
 - (b) Application fee for renewal of senior residence permit: \$150.
- (5) The following further regulations shall apply with respect to applications for designation of premises as a senior residence:
 - (a) At least one of the two separate dwelling areas authorized by a senior residence permit shall not exceed 800 square feet in total floor space. [Effective 2-21-1994]
 - (b) The senior residence shall be restorable readily to a one-family residence in the judgment of the Department of Buildings.
 - (c) Prior to lawful establishment of residency at the senior residence, the second-family lessee shall submit to the Department of Buildings a sworn affidavit specifically granting the Department of Buildings the right to inspect the portion of the premises under the lessee's control, upon reasonable notice, and specifically acknowledging that such lessee understands that upon the lapse of the senior residence permit the lessee shall be required to vacate the premises.
 - (d) The Department of Buildings may require any applicant for or holder of a senior residence permit to furnish documentary proof of age required for designation

acceptable to the Department.

- (e) The declaration of restrictive covenants required by § 256E(1)(b) hereof shall be submitted to the Department of Buildings, together with reimbursement for the fee charged by the Nassau County Clerk for recording thereof.
- (6) Notwithstanding any provision of this ordinance to the contrary, the Department of Buildings shall not designate premises as a senior residence, nor grant a senior residence permit therefor, with respect to any premises lying within the territorial limits of the Incorporated Village of Atlantic Beach. [Effective 6-14-1993]

and; be it further

RESOLVED, that the Town Clerk be and he hereby is directed to publish notice thereof once at least ten (10) days prior to the date set for the public hearing and give written notice to people entitled thereto according to law.

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

AYES:

NOES:

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 184 OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "TREE PRESERVATION" IN ORDER TO REQUIRE THE ISSUANCE OF A BUILDING PERMIT PRIOR TO THE REMOVAL OF TREES ON PRIVATE PROPERTY.

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 184 of the Code of the Town of Hempstead entitled "Tree Preservation" in order to require the issuance of a building permit prior to the removal of trees on private property; 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 21st day of January, 2020 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 184 of the Code of the Town of Hempstead entitled "Tree Preservation" in order to require the issuance of a building permit prior to the removal of trees on private property; 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:

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23517

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 21st day of January, 2020 at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 184 of the Code of the Town of Hempstead entitled "Tree Preservation" in order to require the issuance of a building permit prior to the removal of trees on private property.

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
December 10, 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 86 OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "BUILDING CONSTRUCTION ADMINISTRATION."

Introduced by:

BE IT ENACTED by the Town Board of the Town of Hempstead as follows:

Section 1. Legislative Intent.

The Board finds that it is in the best interests of the Town of Hempstead to amend Chapter 86 of the Town Code entitled "Building Construction Administration" in order to require the issuance of a building permit prior to the removal of trees on private property.

Section 2.

Section 86-9 of the Town Code entitled "Applications for permit; minimum elevations for erection of structures and construction of roads." is hereby amended to read as follows:

§ 86-9 Applications for permit; minimum elevations for erection of structures and construction of roads.

- A. No person, firm or corporation shall commence the erection, construction, enlargement, alteration, removal, improvement, demolition or conversion of any building or structure or tree or part thereof, or change the nature of the occupancy of any building or structure, or cause same to be done, or the removal of trees, or to install in or in connection with a building or structure an elevator or heating or heat-producing appliance or equipment other than ordinary stoves or ranges, without first filing with the Building Inspector an application for such construction, alteration, removal, moving or demolition, or installation of elevator, heating or heat-producing appliance or equipment other than ordinary stoves or ranges, and obtaining a permit; except that no permit shall be required for the performance of ordinary repairs which are not structural in nature. [Amended 2-23-2010 by L.L. No. 15-2010, effective 3-3-2010]
- (1) It shall further be unlawful for any property to be maintained with any building, structure, or other improvement, or tree removal, for which a building permit is required under the laws of the Town of Hempstead, or any law duly enforceable by the Town of Hempstead, unless and until a building permit and any required certificate of completion or occupancy, has been duly issued therefor.
- (2) It shall not be a defense to the above provisions of § 86-9 of this chapter, on behalf of any owner, tenant, or other person or entity in control of the premises, that any such building, structure, or improvement, or tree removal, was fully or partially in existence prior to the time that such owner, tenant, or other person or entity in control of the premises acquired such status, and they or any of them shall be liable for such violation(s) to the extent provided by law.

(a) Notwithstanding Section 86-9(A)(2), no violation shall issue for any tree removed without a permit, when no permit was required, prior to the effective date of this section.

- B. Such application shall be made to the Building Inspector on forms provided by him

and shall contain the following information:

- (1) A description of the land on which the proposed work is to be done.
- (2) A statement of the use or occupancy of all parts of the land and the proposed building or structure.
- (3) The valuation of the proposed work.
- (4) The full name and address of the owner and of the applicant, and the names and addresses of their officers if any of them are corporations.
- (5) A brief description of the nature of the proposed work.
- (6) A duplicate set of plans and specifications as set forth in Subdivision C of this section.
- (7) Such other information as may reasonably be required by the Building Inspector to establish the compliance of the proposed work with the requirements of the applicable building laws, ordinances and regulations.

Applications shall be made by the owner or lessee, or agent of either, or by the architect, engineer or builder employed in connection with the proposed work. Where such application is made by a person other than the owner, it shall be accompanied by an affidavit of the owner or applicant that the proposed work is authorized by the owner and that the applicant is authorized to make such application.

If the application contemplates the moving of an existing building or structure from one location to another, it shall be accompanied by a description of the method to be used and a statement of the route to be followed. Permits from the state, county, town and/or village authorities shall be submitted at the time of making application for permit.

The Building Inspector shall require a separate application to be filed for an elevator installation, but in case such separate application is filed by the same applicant in connection with and relating to an application to construct or alter a building or structure, it shall not be necessary to duplicate the affidavit attached to, or information contained in, the application to construct or alter.

Nothing in this section shall prevent the Building Inspector from requiring such additional information as may be necessary to an intelligent understanding of any proposed work.

- C. Each application for a building permit shall be accompanied by duplicate plans and specifications, duplicate property surveys by a licensed land surveyor, and a recent tax bill for the subject property. The applicant shall type or print legibly all pertinent information on the applications. The plot plan shall be drawn to scale and shall show the location, size, shape and dimensions of the property, the setbacks from the property lines and the size of all existing and proposed buildings, additions and/or structures on the property and the front yard setbacks of all existing buildings within 200 feet on each side of the plot.

The plans shall be drawn to scale and shall show all necessary details of all structural, mechanical, electrical and plumbing work to be performed.

Plans and specifications shall bear the signature of the person responsible for the design and drawings, and where required by Section 7302, as amended, of Article 147 of the Education Law of the State of New York, the seal of a licensed architect or a licensed professional engineer.

The Building Inspector may waive the requirement for filing plans and specifications for minor alterations.

An application to demolish shall give the full name and addresses of the owner or owners, the applicant and of the person who is to do the work; the lot number or street number of the premises.

D. Amendments, if any, to the application or to the plans and specifications accompanying the same shall be filed with the Building Department and approval received from the Building Inspector prior to the commencement of such change of work.

E. Floor and street elevations.

- (1) No person shall erect any dwelling within the Town of Hempstead having a first floor elevation less than 1 1/2 feet above the highest level of the groundwater table for the location of such dwelling or dwellings as determined from the records of the Nassau County Department of Public Works. All exterior walls of any such dwelling below the elevation of nine feet above mean sea level on any building plot, the grade of which is not wholly above the elevation of nine feet above mean sea level, shall be of monolithic construction without openings, and all such walls and floors below the elevation of nine feet shall be properly waterproofed with a waterproofing material approved by the Building Department. [Amended 4-16-1963, effective 7-6-1963]

In the case of a dwelling erected with a flat slab construction without cellar or crawl space, the surface of the slab shall not be constructed at an elevation less than 18 inches above the crown of the road at its highest point adjacent to the building plot, nor less than nine feet above sea level, whichever is the higher.

In the case of a garage either attached to or incorporated within a dwelling, the following regulations shall apply:

- (a) The surface of the floor shall be constructed at an elevation not less than six inches above the highest point of the crown of the road immediately in front of the garage entrance.
- (b) There shall be constructed a concrete curb of sufficient height to prevent seepage of liquids from garage to the house area.
- (c) The garage floor shall be sloped from the rear to the front of the garage to effect proper drainage.

When, in the opinion of a majority of the Superintendent of Highways, Town Engineer and Manager of the Building Department, the above requirements for garages cause undue hardship for the applicant, and further that the established grade of the street is such that the street water cannot enter the garage, or the property may be graded so that surface water cannot enter the garage, these restrictions may be waived, providing a drainage system designed by a professional engineer or architect, which, in the opinion of a majority of the Superintendent of Highways, Town Engineer and Manager of the Building Department, is adequate for such depressed driveway, shall be submitted as part of the application for a building permit.

- (2) No certificate of occupancy shall be issued for any dwelling unless the plot or parcel of real property on which such dwelling is erected has a minimum grade of 1/2 of 1% affording uninterrupted drainage toward the street on which said parcel of real property abuts to a depth of 100 feet from said street, or toward the ocean, a bay, inlet, canal, channel, creek, stream or drainage ditch or sump owned or maintained by the State of New York, County of Nassau, Town of Hempstead or other municipal corporation, abutting the parcel of real property upon which such dwelling is to be erected, or to which there is a drainage easement of record appurtenant to the parcel of real property upon which such dwelling is to be erected.

The provisions of this section shall not apply to a building plot which adjoins a building

which was completed or for which a building permit has been issued prior to October 11, 1955.

- (3) No building permit shall be issued in connection with any parcel of realty unless the street abutting such parcel of realty shall have an elevation specified by the Town Engineer, but in any event at least 7 1/2 feet above mean sea level, at the lowest point adjacent to the plot on which said building is proposed to be erected, or if no street or highway at such elevation abuts the parcel on which a building is to be erected, unless the person proposing to erect such building shall furnish the Town of Hempstead with a performance bond for the installation of such a street or highway or for such grading and necessary drainage facilities, in such amount and in such form and upon such conditions as may be acceptable to the Town Board, provided, however, that in installing a street or highway or regrading an existing street or highway or part thereof to conform to the elevation specified by or under this section, such street or highway or part thereof and necessary drainage facilities may be connected with existing streets or highways at a minimum grade of 3% grade. This section shall not apply to a building permit issued for the alteration or repair of an existing building or the construction of a building accessory to an existing building on the same plot.
- (4) Section 86-9E (3) shall not apply to state or county highways.
- (5) Notwithstanding the provisions of § 86-9E(3), the Superintendent of Highways and the Town Engineer may, if in their joint judgment surface drainage is adequate and a change in the elevation of the highway is not necessary or desirable in connection with the drainage pattern of the area, approve the issuance of a building permit without requiring compliance with § 86-9E(3), in the following instances:
 - (a) Where a building site is not a corner plot:
 - [1] If there is an existing building directly across the street from the proposed building.
 - [2] If there are existing buildings within 200 feet on both sides of the proposed building on either side of the street or streets on which the proposed building will abut.
 - (b) Where the building site is a corner plot, if there are existing buildings within 200 feet of the proposed building on either side of the streets abutting said proposed building, measured in the directions from the intersection of said streets in which the proposed building site extends from said intersection.
 - (c) The distances provided in this section are to be measured along the center line of the street between the projections of the side lines of the building to the center line of the street.
- (6) The Superintendent of Highways and the Town Engineer, in rendering a determination pursuant to § 86-9E(3) and (5), shall have the purpose in view of insuring proper drainage of the area involved and of the surrounding areas and the protection against abnormally high tides, and they shall take into consideration, among other factors which may be material, the topography, surface drainage and existing development of the area involved and of the surrounding areas.
- (7) Compliance with the provisions of § 86-9E(1), (2), (3) and (5) shall be sufficient if the Town Engineer shall find that such compliance is in substantial conformity with such provisions.
- (8) No permit for any building shall be issued on land which has been filled or must be filled to comply with the provisions of this chapter or with the specifications of the Town Engineer hereunder [except where regrading is required only to provide a 0.5% drainage gradient of a building site], unless the applicant shall state in his application for a permit to erect such building or dwelling the manner and extent to which and the materials with which said land has been filled or with which he proposed to do such filling, and shall furnish a report, satisfactory to the Town

Engineer and the Manager of the Building Department, of tests conducted by an approved soil engineer, that the compaction of such fill and of the subsoil will properly support the structure or roadbed or any permanent improvement proposed to be erected thereon or installed therein, provided, however, that if borings or probings show that there is no bog, silt or clay from the surface to three feet below mean sea level, the Town Engineer and the Manager of the Building Department may in their discretion waive the said report of a soil engineer required by this section and determine the suitability of the compaction by their own inspections or by the Nassau County Health Department report of subsoil conditions.

- (9) No building permit shall be issued for any parcel of real property abutting a street having an elevation of less than 7.5 feet above mean sea level at its lowest point in front of said parcel of real property unless the applicant for the building permit has made or caused to be made a test hole thereon for the inspection of the Building Department and the Building Inspector or a member of his staff has made an inspection thereof.
- (10) The Town Board may permit erection of a structure or installation of a street or highway not conforming to this subdivision, upon application to said Board by the person proposing to erect such structure or to install such street or highway, if it shall find that compliance with the provisions of this chapter or the specifications or discretion of the Town Engineer hereunder shall cause practical difficulties or unnecessary hardships in connection with existing structures or surface drainage in the vicinity of such proposed structure, street or highway, and in granting such permit the Board may impose such conditions for the protection of persons and property affected by the proposed erection or installation as it may deem reasonable and in the public interest.
- (11) Contents of petition. The application authorized by § 86-9E(10) shall be submitted in triplicate and verified, and each copy shall be accompanied by an accurate survey showing such data as may be pertinent to the application. The petitions shall set forth the following:
 - (a) Name and address of the owner of the property.
 - (b) Short description of the property.
 - (c) Lot, block and section designation of the property as shown on the most recent Nassau County Land and Tax Map.
 - (d) The specific matter with respect to which a variance is sought.
 - (e) The respects in which compliance with chapter will cause practical difficulties and unnecessary hardship.
 - (f) The manner in which the applicant proposes to make provisions for safeguards in connection with the items with respect to which the variance is sought.
- (12) The Town Board may, on its own motion, review any applications for a building permit governed by the provisions of this subdivision and may, upon such review, impose such conditions for the protection of persons and property affected by the proposed erection or installation as it may deem reasonable and in the public interest.
- (13) The following fees shall be payable in addition to any and all other fees prescribed by law.
 - (a) Where a soil engineer's report is required pursuant to § 86-9E(8):
 - For areas not more than five acres, \$100.
 - For areas more than five acres but not more than 10 acres, \$175.

For areas more than 10 acres but not more than 20 acres, \$225.

For areas more than 20 acres but not more than 50 acres, \$275.

For areas more than 50 acres but not more than 100 acres, \$400.

For areas more than 100 acres but not more than 250 acres, \$500.

For areas more than 250 acres but not more than 500 acres, \$800.

For areas more than 500 acres, \$1,000.

The fee shall be paid at the time of submission to the Town Engineer of the soil engineer's report.

- (b) For the filing of an application with the Town Board under § 86-9E(10), \$50 for each structure, payable at the time the application is filed.

(14) The following words and phrases shall be construed as below designated:

CRAWL SPACE

Any space in a building having a height of less than four feet.

EXTERIOR WALL

Includes all walls between the main building or basement or cellar thereof and a garage attached to or included in the dwelling.

FIRST FLOOR

Shall not include the floor of any garage, whether or not attached to or included in a building or any crawl space, but first floor shall include the floor of any basement or cellar or any room in a basement or cellar.

MEAN SEA LEVEL

The average height of the sea at Sandy Hook, New Jersey, all stages of the tide being considered, as determined by the United States Coast and Geodetic Survey.

PERSON

Includes a partnership or a corporation.

Section 3.

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

Town of Hempstead

**A LOCAL LAW AMENDING CHAPTER 184 OF THE
CODE OF THE TOWN OF HEMPSTEAD ENTITLED
"TREE PRESERVATION."**

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 184 of the Code of the Town of Hempstead entitled "Tree Preservation" in order to require the issuance of a building permit prior to the removal of trees on private property.

Section 2.

Chapter 184 of the Town Code entitled "Tree Preservation" is hereby amended to read as follows:

Chapter 184
Tree Preservation

§ 184-1 Definitions; word usage.

- A. As used in this chapter, the following words or phrases shall have the meanings annexed to each:

APPLICANT

The owner of real property, or his duly authorized agent, seeking a permit to remove or plant trees pursuant to the provisions of this chapter.

APPROVING AUTHORITY

The Department of Buildings shall be the approving authority responsible for the issuance of a permit for the removal of any tree located on private property within the Town of Hempstead. The Department of Highways shall be the approving authority responsible for the issuance of a permit for the removal of any tree located in the curbside area or on a public right-of-way within the Town of Hempstead.

CALIPER

The measurement of the diameter of the trees taken at a specific point above ground level or as near that point as possible:

- (1) Transplantable trees having less than four-inch calipers shall be measured six inches above the ground.
- (2) Transplantable trees having four- to twelve-inch calipers shall be measured 12 inches above the ground.
- (3) Nontransplantable trees having calipers of 12 inches or more shall be measured 4 1/2 feet above the ground.

CURBSIDE AREA

Includes all land lying between the curbline of the public highway and the property line of the abutting premises, which has not been surfaced or improved with concrete or other paving material.

LOT REAPPORTIONMENT

- (1) A change in a subdivision map filed in the Nassau County Clerk's office which alters the size of any lot shown thereon and creates an additional lot or lots; or
- (2) Any subdivision of property requiring a waiver of the filing requirements of § 334-a of the Real Property Law.

PERMIT

A written authorization issued by the applicable department.

PERSON

Any individual, firm, partnership, association, corporation, company or public utility.

SAPLING

Any living woody plant which is three inches or more in diameter at a height of three feet above the base of the trunk, including its root system and the environment within the area defined by the outermost limits of its branches.

SUBDIVISION

The division of real property into lots, plots, blocks, sites or units with or without streets, for the purpose of offering the lots, plots, blocks, sites or units for sale to the public.

SUBSTANTIAL ALTERATION

Any cutting, pruning, elevating or other alteration of the habit of a tree which impairs or endangers the life of such tree or destroys its natural symmetry; and includes but is not limited to heavy or unnecessary cutting of top branches (topping), cutting of major lower limbs (sever elevating) and drastic pruning, but shall not include customarily accepted or ornamental procedures.

TOWN

The geographical area of the Town of Hempstead, excluding incorporated villages and the City of Long Beach.

TOWN BOARD

The Town Board of the Town of Hempstead.

TOWN ROAD OR HIGHWAY

A street, roadway or highway maintained by the Town.

TREE

A woody plant which, at maturity, is 20 feet or more in height, usually with a single trunk unbranched for at least several feet above the ground and having more or less a definite crown.

- B. Words singular in form may include the plural, and words plural in form may include the singular.

TREE MASTER PLAN

A plan for managing, enhancing, and growing the Town's tree resource; the plan documents objectives for long-range planning to promote sustainability, species diversity, and growth of the tree inventory; the plan should encompass, but is not limited to, vision statement, goals, objectives, strategies, annual work plan, annual budget, etc.

§ 184-2 Removal of trees prohibited without permit; replacement required.

A. Curbside area and public right-of-way.

[A.] **(1) No person shall destroy, remove or substantially alter the habit of any tree or sapling located within the Town curbside area without obtaining a permit from the Commissioner of Highways of the Town of Hempstead pursuant to § 184-3 hereof.**

[B.] **(2) In the event that any tree located within the Town curbside area [thereby] is removed, it shall be required to be replaced by the planting of a tree of a species set forth in § 184-[5]8 hereof, having a trunk diameter not less than two inches when measured six inches above ground level. The preferable location for the planting of a replacement tree is behind the property line of the applicant.**

[C.] **(3) The Commissioner of Highways may waive the requirements of Subsection [B] (A)(2) hereof, mandating the planting of a replacement tree, if the replacement tree would be in dangerous proximity to existing or proposed structures; would interfere with utility services, drainage systems, sewer systems or other subsurface improvements; or would create a hazardous or dangerous sidewalk condition. In the event the requirements of Subsection (A)(2) are waived, the applicant shall pay a fee to the Tree Preservation Fund established pursuant to § 184-16 to satisfy the unmet portion of tree replacement.**

(4) Any person who applies for a permit to remove a tree or sapling within the Town curbside area or public right-of-way shall post upon such tree a notice of the intent to remove the same. The notice shall be in the form of a sign provided by the Commissioner of Highways, and no permit may be issued until at least five working days have elapsed from the time of posting as evidenced by the filing of an affidavit of posting with the Commissioner of Highways.

B. Private property.

(1) No person shall destroy, remove or substantially alter the habit of any tree with a caliper of 10 inches or greater and located on any private property in the Town without obtaining a permit from the Commissioner of Buildings of the Town of Hempstead pursuant to § 184-3 hereof, providing the action is not in connection with any other activity for which a permit is required under Chapter 86 of the Town Code.

(2) In the event that any tree located on private property with a caliper of 10 inches or greater is removed, it shall be required to be replaced by the planting of a tree from a similar class or from a larger size class. At a minimum, fifty percent of the total tree caliper removed must be replaced and the new tree(s) must be located on the same parcel as the removed tree(s). The proposed location(s) and class of new tree(s) shall be approved by the Commissioner of the Building Department.

(3) If the Commissioner of the Building Department determines that the property does not allow for the planting of the required number of trees the applicant shall pay a fee to the Tree Preservation Fund established pursuant to § 184-16 to satisfy the unmet portion of tree replacement. Where such a determination has been made by the Commissioner, he/she shall document his decision with explanation, in writing.

(4) Any person who applies for a permit to remove three or more trees from the same property, shall mail by certified mail, return receipt requested, notice of the application on a form provided by the Town, to all property owners of record within 100 feet of the boundaries of the subject property. A list of the names to whom notice of the application was sent and proof of such mailing shall be submitted as part of the application for the tree removal permit.

C. All required plantings shall occur between April 1 and December 1 and within 120 days after the tree removal.

§ 184-3 Permits.

[Amended 5-19-1998 by L.L. No. 21-1998, effective 5-26-1998; 3-9-2004 by L.L. No. 28-2004, effective 3-22-2004; 8-5-2014 by L.L. No. 66-2014, effective 8-12-2014]

A. A permit shall be required as hereinafter noted for:

- (1) The removal or replacement of any tree; or
- (2) The planting [~~or replacement~~] of any tree located within the Town curbside area or public right-of-way.

[~~B. No tree shall be planted or replaced within the curbside area unless it is of a type described in § 184-5 hereof.~~]

[~~C~~]**B. Applications for permits shall be obtained from the [~~Commissioner of Highways~~] applicable approving authority in [~~whatever~~] the form [deemed appropriate by said Commissioner.] prescribed by the approving authority, and shall include the information specified in § 184-14(B) and (C). In addition, any application for tree removal shall also include the following information:**

- (1) The name and address of the property owner and applicant, if different.**
- (2) The street address and tax map designation of the property where the removal is sought.**
- (3) A general description of the proposed removal and purpose.**
- (4) Where the removal is on private property, the written consent of the owner(s) of the land, if the applicant is not the owner or sole owner.**
- (5) Where the removal is on private property, a plot plan of the lot drawn to scale to include all existing buildings and trees within and adjacent to said area delineating all trees to be removed, preserved, or planted. The plot plan shall identify each tree proposed for removal or planting with caliper and type, including common name and/or botanical name.**
- (6) Condition of the tree with respect to disease and danger of falling.**

(7) Upon request of the approving authority, the applicant may be asked to provide a plan of mitigation measures, including replanting, designed to reduce the potential impacts of tree removal, such as flooding, erosion, sedimentation, loss of buffer screening and/or disturbance of wildlife habitat.

(8) Signature of the applicant attesting to the accuracy of all information submitted as a part of the application.

(9) Such other information as may be necessary or required.

C. In making the determination to grant or deny a tree removal permit, the approving authority shall consider the following factors:

(1) Whether the proposed tree removal is consistent with the purpose and intent of this chapter.

(2) The need for the proposed tree removal.

(3) The availability of reasonable and practical alternatives to the proposed tree removal.

(4) The condition of the tree(s) proposed to be removed.

(5) The proximity of the tree(s) to existing structures.

(6) The character of the neighborhood.

(7) The potential impact of the tree removal upon drainage patterns, erosion potential and drainage patterns, growth of adjacent vegetation, buffer screening, access to light and air, property values of nearby properties and wildlife habitat.

(8) Whether the tree endangers the usefulness of a public sewer or utility.

(9) Whether denial of the permit or the replacement requirement will result in unnecessary hardship or severe financial loss to the applicant.

(10) Whether the tree(s) are of a species listed on the New York State Rare Plant List as endangered or threatened trees.

(11) Any other factors considered significant by the approving authority.

D. Any permit granted shall contain a description of work allowed by the permit and shall contain a date of expiration. Any permit shall be void if its terms are violated or if the work is not completed on or before the expiration date, except that, for good cause shown, the Commissioner of the approving authority may extend the expiration date in cases where the work is substantially completed.

E. The approving authority may further condition the issuance of a tree removal permit upon the posting of a bond or other security acceptable to the approving authority, in an amount and with surety and conditions sufficient to secure compliance with the conditions and limitations as set forth in the permit. Pursuant to § 184-6 (C) said bond or other security shall be released by the Town upon the issuance of a certificate of completion by the approving authority.

F. The New York State Department of Environmental Conservation shall be permitted to trim, prune or remove trees pursuant to the New York Environmental Conservation Law without the necessity of obtaining a permit pursuant to this chapter.

[D]G. Fee for noncommercial permit. A fee of \$25 per tree shall be charged to obtain a permit for the removal[, planting] or replacement of any tree abutting or within a noncommercial property.

[E]H. Fee for commercial permit. A fee of \$150 per tree shall be charged to obtain a permit for the removal[, planting] or replacement of any tree abutting or within a commercial property.

J. No fee shall be charged for a permit to plant a tree within the Town curbside area or public right-of-way.

§ 184-4 Appeals.

Any applicant aggrieved or affected by the determination of the Commissioner of the Department of Buildings with respect to an application for a tree removal permit may appeal to the Zoning Board of Appeals in accordance with applicable law.

§ 184-5 Inspections.

Any site for which an application has been submitted shall be subject to inspection upon notice to the property owner and applicant at any reasonable time, including weekends and holidays, by the approving authority or its designated representatives. The applicant, by making application for such tree removal permit, shall be deemed to have given its consent to such inspection.

§ 184-6 Action upon completion of work.

- A. Within 30 days after completion of all tree removal activities authorized under a permit issued in accordance with this chapter, the applicant shall notify the approving authority of such completion.
- B. Within 30 days of such notification of completion, the approving authority, or its duly authorized representative, shall inspect the tree removal site for compliance with all conditions of the permit.
- C. When all tree removal activities authorized under a permit have been deemed to be completed in an acceptable fashion, the approving authority, or its duly authorized representative, shall issue a certificate of completion, which shall be accompanied by the cancellation or return of any bond or any other security collected in connection with said permit.
- D. If the tree removal activities are found to be unacceptable, the approving authority shall so notify the applicant. Such notification of noncompliance shall include a list of all conditions which are in violation of the terms of the permit and shall specify a time limit for the correction of all such violations.

§ 184-[4]7 Concrete or asphalt covers prohibited in certain [sidewalk] curbside areas.

Except in the case of the installation of a duly authorized concrete curb cut and

apron, and except in areas where the width is inadequate (less than three feet) to permit the growth and maintenance of trees, the installation and maintenance of a concrete or asphalt cover in the area between the sidewalk and curb are prohibited in business- and residentially zoned neighborhoods in order to maintain botanical and environmental conditions within said areas conducive to the growth and maintenance of healthy, vibrant trees. Anything to the contrary notwithstanding, the provisions of this section shall not apply to existing hard-surfaced areas which were replaced as part of any Town highway improvement project or the private reconstruction of existing hard-surfaced curbside areas.

§ 184-[5]8 Permissible trees in sidewalk area.

[Amended 10-20-1998 by L.L. No. 46-1998, effective 10-26-1998]

- A. No tree shall be planted [within] **upon any private property or the [sidewalk] curbside** area in front of or adjacent to any private premises except trees whose root systems normally will not cause damage to sidewalk, curbs or utility installations. **The type of tree proposed to be planted must be approved in advance by the Commissioner of the approving authority.**
- B. For the purpose of this section, the term "sidewalk" shall include all land lying between the curblines of the public highway and the building line of the premises abutting thereon which has been surfaced or improved with concrete or other paving material.

§ 184-[6]9 Maintenance responsibilities of owners and occupants; damage by roots.

- A. It shall be the duty of every owner, tenant or other occupant of any house or structure, and every owner or person entitled to possession of any vacant lot, to remove trees when required to do so by Town authorities, to keep trees in front of or adjacent to their premises and within the [sidewalk] **curbside** area trimmed so that overhanging limbs will not interfere with passersby on the sidewalk or roadway and to repair any sidewalk or curb in front of or adjacent to such premises damaged by tree roots located in front of or adjacent to said premises, whether or not within the property line or [sidewalk] **curbside** area.
- B. The Town Board may, from time to time by resolution, require the removal of any tree within the [sidewalk] **curbside** area if underground municipal or public utility facilities are to be installed in the area or if the Town Board finds that said tree creates a hazard whether because of the condition of said tree or because it is causing damage to the sidewalk, curb or roadbed or municipal or public utility facilities or for any other reason. The Town Board, from time to time by resolution, also may require the trimming of any tree within the [sidewalk] **curbside** area or overhanging same and the repair of sidewalks damaged or encumbered by tree roots in the same manner and upon notice as provided for the repair or construction of sidewalks set forth in Chapter 181 of the Code of the Town of Hempstead.
- C. **In instances where the Town Board authorizes the removal of any tree pursuant to Subsection B above, the Town shall replant or replace such trees when feasible at the discretion of the Commissioner of Highways.**

[G]D. When trees are removed, tree stumps are to be ground down to six inches below ground level and covered flush with the surface.

E. **If any replacement tree planted pursuant to this chapter shall die within one-year of planting, the applicant shall replace the dead tree(s).**

§ 184-~~7~~**10** Public utilities authorized to trim trees.

- A. In the course of duties involving the service and repair of existing public utility company facilities, employees thereof hereby are authorized and permitted to prune, trim or alter trees within parameters of accepted horticultural practice, provided that said employees remove all debris resulting from such pruning and trimming of trees. [~~If a utility company proposes to remove any tree, a permit from the Commissioner of Highways must be obtained.~~]
- B. Whenever feasible, a public utility shall post a notice upon any tree in a public right-of-way at least five days prior to the planned work, the form of which notice shall conform to § 184-2(A)(4) and (B)(4) of this chapter.
- C. Whenever a utility company proposes to remove any tree, a permit from the Commissioner of Highways must be obtained, and the utility company shall replant or replace such trees at the discretion of the Commissioner of Highways.

§ 184-~~8~~**11** Notice of tree removal required for public improvements.

Any Town agency planning an acquisition of property for road widening or other purpose shall indicate on said acquisition map the location and size of trees that are intended to be removed. It is incumbent upon the Town to remove only those trees during reconstruction of a street or the installation of drainage that present a hazard to traffic or become unstable as a result of construction and present a potential danger to residents.

§ 184-~~9~~**12** Method of protecting trees.

All trees on property to be graded or near any excavation or construction of any building shall be guarded with a substantial fence, frame or box not less than four feet high and eight feet square or at a distance in feet from the tree equal to the diameter of the trunk in inches, measured 12 inches from grade, whichever is greater. All building material, dirt and debris shall be kept outside the barrier.

§ 184-1~~0~~**3** Prohibited deposits on public property.

No person shall deposit or store upon any public place of the Town any stone, brick, sand, concrete or other materials which may impede the free passage of water, air and fertilizer to the roots of any tree growing therein.

§ 184-1~~4~~**4** Review of site plans.

- A. The Town Board shall review every subdivision, lot reappportionment, change of zone and site plan regardless of area for the purpose of considering the preservation of existing trees on the site, except that review of the following applications shall be performed by the Board of Zoning Appeals of the Town of Hempstead: [Amended 7-12-1988 by L.L. No. 55-1988, effective 7-22-1988]
- (1) All subdivisions, lot reappportionments and site plans requiring a variance of the Building Zone Ordinance of the Town of Hempstead shall be governed by § 267D(1)(a) of the Building Zone Ordinance.
 - (2) All special permits and permissive uses within the jurisdiction of the Board of Zoning Appeals shall be governed by § 267D(2)(b)[15] of the Building Zone Ordinance.
- B. No subdivision, lot reappportionment, change of zone or site plan, regardless of area, shall be approved by the Town Board unless a site plan, subdivision or other specific plan has been filed with the Department of Buildings of the Town

of Hempstead, containing a tree legend which will identify by number, species and caliper [four inches or more] those trees to be preserved, removed and/or replaced, and unless and until the Town Board by resolution shall have approved same after giving due consideration to: [Amended 7-12-1988 by L.L. No. 55-1988, effective 7-22-1988]

- (1) The condition of the tree with respect to disease and danger of falling, proximity to existing or proposed structures and interference with utility services.
 - (2) The necessity of the removal or alteration of the tree in question.
 - (3) Compliance with regulations of the New York State Department of Environmental Conservation and the Town of Hempstead Department of Conservation and Waterways if the proposed tree removal or alteration site is adjacent to freshwater wetland boundaries.
 - (4) The character established at the proposed site of removal or alteration with respect to existing tree density.
 - (5) The impact of any removal or alteration upon existing screening of any road or highway bordering the property.
 - (6) The recommendations of the Department of Buildings, which shall review the site plan for tree preservation with a landscape architect.
- C. In the event that trees are proposed to be removed to provide parking spaces, the design layout will be reviewed by the Town Board under provisions of site plan review to ascertain whether a realignment of aisles or a dimensional adjustment can be made to preserve the trees scheduled for removal. Said site plan must show the location of trees proposed to be removed.

§ 184-15 Creation and establishment of a Tree Advisory Committee.

A. Creation. It is hereby created and established a Tree Advisory Committee for the Town of Hempstead. Said Tree Advisory Committee members shall serve without compensation and at the pleasure of the Town Board.

B. Membership. The committee shall consist of seven individuals representing or having the following qualifications:

(1) A resident of the Town who shall not be an officer or employee of the Town and shall serve as a representative of the Supervisor;

(2) A resident of the Town who shall not be an officer or employee of the Town and shall serve as a representative of the Town Board;

(3) The Commissioner of the Department of Engineering or appropriate designee;

(4) The Commissioner of the Department of Highways or appropriate designee;

(5) The Commissioner of Parks and Recreation or appropriate designee;

(6) The Commissioner of Conservation and Waterways or

appropriate designee; and

(7) A certified arborist.

C. Term of Office. Members of the committee shall serve for fixed, staggered terms of five years; with the first members so appointed serving for terms of five years, four years, three years, two years, and one year, respectively. A member of the committee appointed to fill a vacancy that occurs during a year shall be appointed to fill the unexpired term of the vacant position for the remainder of the calendar year.

D. Duties. The Tree Advisory Committee shall meet semi-annually for the following purposes:

(1) To administer, in consultation with the Comptroller, the funds in the Tree Preservation Fund; shall include decisions regarding the maintenance, selection and planting of trees located within the curbside or public right-of-way or on Town owned property. The recommendations of the committee must be approved by the Town Board.

(2) Make recommendations for the development of a Tree Master Plan, which shall be reviewed and updated annually.

(3) To assist the Comptroller in the preparation of the Annual Report as set forth in § 184-16 (D)(4) below.

(4) To assure compliance with the requirements relating to the Town's designation as a Tree City USA.

§ 184-16 Tree Preservation Fund

A. Establishment of Tree Preservation Fund. The Comptroller of the Town of Hempstead is hereby directed to establish a separate line item under the Town's general fund which will be designated as the Tree Preservation Fund. All permit fees and other fees which are required pursuant to this chapter to be paid into said fund shall be delivered to the Town's Comptroller and segregated into a separate line item of the general fund. The money in the Tree Preservation Fund shall be used for the planting and maintaining of new trees by the Town, as directed by the Town Board in consultation with the Tree Advisory Committee.

B. Purpose. The Tree Preservation Fund shall be a fund to receive permit fees and in-lieu payments from applicants to satisfy tree replacement requirements as set forth in § 184-2, which cannot be met on-site where the approving authority determines that it is impracticable or impossible to do so, or where the approving authority determines that, because of relevant site planning considerations, it is not warranted as determined by the approving authority. In addition, any public or private entities that wish to donate to the Town of Hempstead to provide trees to be planted may donate to the Tree Preservation Fund for said purpose.

C. Applicability. The Tree Preservation Fund applies to all properties seeking tree removal permit approval in the Town of Hempstead pursuant to this chapter.

D. Use of funds.

(1) Payments and contributions to the Tree Preservation Fund shall be used for the sole purpose of planting and maintaining trees, including

fertilizing and trimming, and other applicable landscaping projects for public benefit on public property or private property within a public easement within the Town of Hempstead. Funds should, if feasible, first be applied to projects within the closest proximity to where the tree removal has occurred.

(2) Funds in the Tree Preservation Fund shall be administered by the Town's Comptroller in consultation with the Tree Advisory Committee. Projects and fund allocation shall be approved by the Town Board.

(3) Proposed landscaping may include trees, shrubs, and other permanent plant materials. Planting and maintenance includes purchase, transportation, mulching, watering, fencing and labor associated with replacement plantings, and other applicable landscaping. The Tree Preservation Fund may be used to fund other associated project tasks including the installation of irrigation systems to support plantings, design, tree inventory, Tree Master Plan, tree boxes, and soil amendments that enhance and promote long-term sustainability of plantings. Public lands include parks, preserves, public open spaces, community and civic facilities, and land within public rights-of-way within the Town.

(4) The Town's Controller, in consultation with the Tree Advisory Committee, shall provide an annual report of the Tree Preservation Fund to include an itemized list of receipts and expenses, a list of projects completed, and the current balance remaining in the fund. The Annual Report shall also include a list of proposed projects and an estimated budget for the following year. The Annual Report shall be submitted to the Town Board annually by November 15 for review and approval.

E. Required contribution.

(1) Curbside area and public right-of-way. The required contribution shall be \$200.00 per tree not replanted due to a waiver granted to applicant under § 184-2 (A)(2) by the Commissioner of Highways.

(2) Private property. The required contribution shall be \$100.00 per inch of the unmet portion of total tree caliper required to be replaced pursuant to § 184-2 (B)(2).

(3) Payment into the Tree Preservation Fund shall be made prior to the issuance of any tree, building or other applicable permit by the approving authority.

§ 184-17 Issuance of permit with conditions.

Any permit issued pursuant to this chapter may contain such conditions as the approving authority deems necessary to ensure compliance with the legislative intent of this chapter.

§ 184-18 Removal of trees deemed public nuisances; emergencies.

- A. Any tree or parts thereof growing upon private property but overhanging or interfering with the use of any street or highway, that in the opinion of the Superintendent of Highways endangers the life, health, safety or property of the public, shall be declared a public nuisance. The owner shall be notified in writing by registered or certified mail of the existence of the nuisance and given

a period of 15 days for its correction or removal. If not corrected or removed within that period of time, said Superintendent of Highways shall cause the nuisance to be corrected or removed, and the cost thereof shall be assessed to the owner as provided by law.

- B. Emergency tree removal on private property. In the event that any accident or natural disaster shall cause a tree(s) to be in danger of falling or otherwise be in such condition as to seriously endanger persons or property, the owner of such tree(s) shall immediately contact the Commissioner of Buildings describing the location of the tree(s), extent of the damage, and any emergency measures required to resolve the problem. Upon verbal approval by the Building Commissioner, the owner shall immediately remedy such situation and shall immediately take all such necessary steps to make said location safe and secure. Such owner must apply for a tree removal permit within 48 hours after such natural disaster or serious accident shall have developed.**

§ 184-1[2]9 Penalties for offenses.

- A. Any person committing an offense against this chapter or any section or provision hereof shall be guilty of a violation punishable by a fine not exceeding \$[25]1000 or imprisonment for a period not exceeding 15 days, or by both such fine and imprisonment, for each tree illegally removed or substantially altered. Each such violation shall constitute a separate offense and shall be punishable as such hereunder.
- B. In addition, this chapter may be enforced by civil action, including an injunction, and any person who has violated or permitted a violation of this chapter may be directed by the Town to replace any trees removed, destroyed or substantially altered in violation of this chapter with new trees having a diameter not less than two inches when measured six inches above the ground level; and, where such direction has been made, no building permit or certificate of occupancy shall be issued for structures on said real property until such replacement has been completed or a guaranteed replacement bond has been posted.

§ 184-[13]20 Severability.

If any clause, sentence, paragraph, section or part of this chapter shall be adjudged by any court of competent jurisdiction to be invalid, the judgment shall not affect, impair or invalidate the remainder of this chapter, but shall be confined in its operation to the clause, sentence, paragraph, section or part of this chapter that shall be directly involved in the controversy in which such judgment shall have been rendered.

Section 3.

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER 86 OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "BUILDING CONSTRUCTION ADMINISTRATION" IN ORDER TO REQUIRE THE ISSUANCE OF A BUILDING PERMIT PRIOR TO THE REMOVAL OF TREES ON PRIVATE PROPERTY.

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 86 of the Code of the Town of Hempstead entitled "Building Construction Administration" in order to require the issuance of a building permit prior to the removal of trees on private property; 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 21st day of January, 2020 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 86 of the Code of the Town of Hempstead entitled "Building Construction Administration" in order to require the issuance of a building permit prior to the removal of trees on private property; 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 # 87

Case # 14509

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 21st day of January, 2020 at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 86 of the Code of the Town of Hempstead entitled "Building Construction Administration" in order to require the issuance of a building permit prior to the removal of trees on private property.

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
December 10, 2019

BY ORDER OF THE TOWN BOARD
TOWN OF HEMPSTEAD, NEW YORK.
SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

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 21st day of January, 2020 at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 86 of the Code of the Town of Hempstead entitled "Building Construction Administration" in order to require the issuance of a building permit prior to the removal of trees on private property.

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
December 10, 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 86 OF THE CODE
OF THE TOWN OF HEMPSTEAD ENTITLED "BUILDING
CONSTRUCTION ADMINISTRATION."**

Introduced by:

BE IT ENACTED by the Town Board of the Town of Hempstead as follows:**Section 1. Legislative Intent.**

The Board finds that it is in the best interests of the Town of Hempstead to amend Chapter 86 of the Town Code entitled "Building Construction Administration" in order to require the issuance of a building permit prior to the removal of trees on private property.

Section 2.

Section 86-9 of the Town Code entitled "Applications for permit; minimum elevations for erection of structures and construction of roads." is hereby amended to read as follows:

§ 86-9 Applications for permit; minimum elevations for erection of structures and construction of roads.

A. No person, firm or corporation shall commence the erection, construction, enlargement, alteration, removal, improvement, demolition or conversion of any building or structure **or tree** or part thereof, or change the nature of the occupancy of any building or structure, or cause same to be done, **or the removal of trees**, or to install in or in connection with a building or structure an elevator or heating or heat-producing appliance or equipment other than ordinary stoves or ranges, without first filing with the Building Inspector an application for such construction, alteration, **removal**, moving or demolition, or installation of elevator, heating or heat-producing appliance or equipment other than ordinary stoves or ranges, and obtaining a permit; except that no permit shall be required for the performance of ordinary repairs which are not structural in nature. [Amended 2-23-2010 by L.L. No. 15-2010, effective 3-3-2010]

(1) It shall further be unlawful for any property to be maintained with any building, structure, or other improvement, **or tree removal**, for which a building permit is required under the laws of the Town of Hempstead, or any law duly enforceable by the Town of Hempstead, unless and until a building permit and any required certificate of completion or occupancy, has been duly issued therefor.

(2) It shall not be a defense to the above provisions of § 86-9 of this chapter, on behalf of any owner, tenant, or other person or entity in control of the premises, that any such building, structure, or improvement, **or tree removal**, was fully or partially in existence prior to the time that such owner, tenant, or other person or entity in control of the premises acquired such status, and they or any of them shall be liable for such violation(s) to the extent provided by law.

(a) Notwithstanding Section 86-9(A)(2), no violation shall issue for any tree removed without a permit, when no permit was required, prior to the effective date of this section.

B. Such application shall be made to the Building Inspector on forms provided by him and shall contain the following information:

(1) A description of the land on which the proposed work is to be done.

(2) A statement of the use or occupancy of all parts of the land and the proposed building or

structure.

- (3) The valuation of the proposed work.
- (4) The full name and address of the owner and of the applicant, and the names and addresses of their officers if any of them are corporations.
- (5) A brief description of the nature of the proposed work.
- (6) A duplicate set of plans and specifications as set forth in Subdivision C of this section.
- (7) Such other information as may reasonably be required by the Building Inspector to establish the compliance of the proposed work with the requirements of the applicable building laws, ordinances and regulations.

Applications shall be made by the owner or lessee, or agent of either, or by the architect, engineer or builder employed in connection with the proposed work. Where such application is made by a person other than the owner, it shall be accompanied by an affidavit of the owner or applicant that the proposed work is authorized by the owner and that the applicant is authorized to make such application.

If the application contemplates the moving of an existing building or structure from one location to another, it shall be accompanied by a description of the method to be used and a statement of the route to be followed. Permits from the state, county, town and/or village authorities shall be submitted at the time of making application for permit.

The Building Inspector shall require a separate application to be filed for an elevator installation, but in case such separate application is filed by the same applicant in connection with and relating to an application to construct or alter a building or structure, it shall not be necessary to duplicate the affidavit attached to, or information contained in, the application to construct or alter.

Nothing in this section shall prevent the Building Inspector from requiring such additional information as may be necessary to an intelligent understanding of any proposed work.

- C. Each application for a building permit shall be accompanied by duplicate plans and specifications, duplicate property surveys by a licensed land surveyor, and a recent tax bill for the subject property. The applicant shall type or print legibly all pertinent information on the applications. The plot plan shall be drawn to scale and shall show the location, size, shape and dimensions of the property, the setbacks from the property lines and the size of all existing and proposed buildings, additions and/or structures on the property and the front yard setbacks of all existing buildings within 200 feet on each side of the plot.

The plans shall be drawn to scale and shall show all necessary details of all structural, mechanical, electrical and plumbing work to be performed.

Plans and specifications shall bear the signature of the person responsible for the design and drawings, and where required by Section 7302, as amended, of Article 147 of the Education Law of the State of New York, the seal of a licensed architect or a licensed professional engineer.

The Building Inspector may waive the requirement for filing plans and specifications for minor alterations.

An application to demolish shall give the full name and addresses of the owner or owners, the applicant and of the person who is to do the work; the lot number or street number of the premises.

- D. Amendments, if any, to the application or to the plans and specifications accompanying the same shall be filed with the Building Department and approval received from the Building Inspector prior to the commencement of such change of work.

E. Floor and street elevations.

- (1) No person shall erect any dwelling within the Town of Hempstead having a first floor elevation less than 1 1/2 feet above the highest level of the groundwater table for the location of such dwelling or dwellings as determined from the records of the Nassau County Department of Public Works. All exterior walls of any such dwelling below the elevation of nine feet above mean sea level on any building plot, the grade of which is not wholly above the elevation of nine feet above mean sea level, shall be of monolithic construction without openings, and all such walls and floors below the elevation of nine feet shall be properly waterproofed with a waterproofing material approved by the Building Department.
[Amended 4-16-1963, effective 7-6-1963]

In the case of a dwelling erected with a flat slab construction without cellar or crawl space, the surface of the slab shall not be constructed at an elevation less than 18 inches above the crown of the road at its highest point adjacent to the building plot, nor less than nine feet above sea level, whichever is the higher.

In the case of a garage either attached to or incorporated within a dwelling, the following regulations shall apply:

- (a) The surface of the floor shall be constructed at an elevation not less than six inches above the highest point of the crown of the road immediately in front of the garage entrance.
- (b) There shall be constructed a concrete curb of sufficient height to prevent seepage of liquids from garage to the house area.
- (c) The garage floor shall be sloped from the rear to the front of the garage to effect proper drainage.

When, in the opinion of a majority of the Superintendent of Highways, Town Engineer and Manager of the Building Department, the above requirements for garages cause undue hardship for the applicant, and further that the established grade of the street is such that the street water cannot enter the garage, or the property may be graded so that surface water cannot enter the garage, these restrictions may be waived, providing a drainage system designed by a professional engineer or architect, which, in the opinion of a majority of the Superintendent of Highways, Town Engineer and Manager of the Building Department, is adequate for such depressed driveway, shall be submitted as part of the application for a building permit.

- (2) No certificate of occupancy shall be issued for any dwelling unless the plot or parcel of real property on which such dwelling is erected has a minimum grade of 1/2 of 1% affording uninterrupted drainage toward the street on which said parcel of real property abuts to a depth of 100 feet from said street, or toward the ocean, a bay, inlet, canal, channel, creek, stream or drainage ditch or sump owned or maintained by the State of New York, County of Nassau, Town of Hempstead or other municipal corporation, abutting the parcel of real property upon which such dwelling is to be erected, or to which there is a drainage easement of record appurtenant to the parcel of real property upon which such dwelling is to be erected.

The provisions of this section shall not apply to a building plot which adjoins a building which was completed or for which a building permit has been issued prior to October 11, 1955.

- (3) No building permit shall be issued in connection with any parcel of realty unless the street abutting such parcel of realty shall have an elevation specified by the Town Engineer, but in any event at least 7 1/2 feet above mean sea level, at the lowest point adjacent to the plot on which said building is proposed to be erected, or if no street or highway at such elevation abuts the parcel on which a building is to be erected, unless the person proposing to erect such building shall furnish the Town of Hempstead with a performance bond for the installation of such a street or highway or for such grading and necessary drainage facilities, in such amount and in such form and upon such conditions as may be acceptable to the Town Board, provided, however, that in installing a street or highway or regrading an existing street or highway or part thereof to conform to the elevation specified by or under

this section, such street or highway or part thereof and necessary drainage facilities may be connected with existing streets or highways at a minimum grade of 3% grade. This section shall not apply to a building permit issued for the alteration or repair of an existing building or the construction of a building accessory to an existing building on the same plot.

- (4) Section 86-9E (3) shall not apply to state or county highways.
- (5) Notwithstanding the provisions of § 86-9E(3), the Superintendent of Highways and the Town Engineer may, if in their joint judgment surface drainage is adequate and a change in the elevation of the highway is not necessary or desirable in connection with the drainage pattern of the area, approve the issuance of a building permit without requiring compliance with § 86-9E(3), in the following instances:
 - (a) Where a building site is not a corner plot:
 - [1] If there is an existing building directly across the street from the proposed building.
 - [2] If there are existing buildings within 200 feet on both sides of the proposed building on either side of the street or streets on which the proposed building will abut.
 - (b) Where the building site is a corner plot, if there are existing buildings within 200 feet of the proposed building on either side of the streets abutting said proposed building, measured in the directions from the intersection of said streets in which the proposed building site extends from said intersection.
 - (c) The distances provided in this section are to be measured along the center line of the street between the projections of the side lines of the building to the center line of the street.
- (6) The Superintendent of Highways and the Town Engineer, in rendering a determination pursuant to § 86-9E(3) and (5), shall have the purpose in view of insuring proper drainage of the area involved and of the surrounding areas and the protection against abnormally high tides, and they shall take into consideration, among other factors which may be material, the topography, surface drainage and existing development of the area involved and of the surrounding areas.
- (7) Compliance with the provisions of § 86-9E(1), (2), (3) and (5) shall be sufficient if the Town Engineer shall find that such compliance is in substantial conformity with such provisions.
- (8) No permit for any building shall be issued on land which has been filled or must be filled to comply with the provisions of this chapter or with the specifications of the Town Engineer hereunder [except where regrading is required only to provide a 0.5% drainage gradient of a building site], unless the applicant shall state in his application for a permit to erect such building or dwelling the manner and extent to which and the materials with which said land has been filled or with which he proposed to do such filling, and shall furnish a report, satisfactory to the Town Engineer and the Manager of the Building Department, of tests conducted by an approved soil engineer, that the compaction of such fill and of the subsoil will properly support the structure or roadbed or any permanent improvement proposed to be erected thereon or installed therein, provided, however, that if borings or probings show that there is no bog, silt or clay from the surface to three feet below mean sea level, the Town Engineer and the Manager of the Building Department may in their discretion waive the said report of a soil engineer required by this section and determine the suitability of the compaction by their own inspections or by the Nassau County Health Department report of subsoil conditions.
- (9) No building permit shall be issued for any parcel of real property abutting a street having an elevation of less than 7.5 feet above mean sea level at its lowest point in front of said parcel of real property unless the applicant for the building permit has made or caused to be made a test hole thereon for the inspection of the Building Department and the Building Inspector or a member of his staff has made an inspection thereof.
- (10) The Town Board may permit erection of a structure or installation of a street or highway not

conforming to this subdivision, upon application to said Board by the person proposing to erect such structure or to install such street or highway, if it shall find that compliance with the provisions of this chapter or the specifications or discretion of the Town Engineer hereunder shall cause practical difficulties or unnecessary hardships in connection with existing structures or surface drainage in the vicinity of such proposed structure, street or highway, and in granting such permit the Board may impose such conditions for the protection of persons and property affected by the proposed erection or installation as it may deem reasonable and in the public interest.

(11) Contents of petition. The application authorized by § 86-9E(10) shall be submitted in triplicate and verified, and each copy shall be accompanied by an accurate survey showing such data as may be pertinent to the application. The petitions shall set forth the following:

- (a) Name and address of the owner of the property.
- (b) Short description of the property.
- (c) Lot, block and section designation of the property as shown on the most recent Nassau County Land and Tax Map.
- (d) The specific matter with respect to which a variance is sought.
- (e) The respects in which compliance with chapter will cause practical difficulties and unnecessary hardship.
- (f) The manner in which the applicant proposes to make provisions for safeguards in connection with the items with respect to which the variance is sought.

(12) The Town Board may, on its own motion, review any applications for a building permit governed by the provisions of this subdivision and may, upon such review, impose such conditions for the protection of persons and property affected by the proposed erection or installation as it may deem reasonable and in the public interest.

(13) The following fees shall be payable in addition to any and all other fees prescribed by law.

(a) Where a soil engineer's report is required pursuant to § 86-9E(8):

For areas not more than five acres, \$100.

For areas more than five acres but not more than 10 acres, \$175.

For areas more than 10 acres but not more than 20 acres, \$225.

For areas more than 20 acres but not more than 50 acres, \$275.

For areas more than 50 acres but not more than 100 acres, \$400.

For areas more than 100 acres but not more than 250 acres, \$500.

For areas more than 250 acres but not more than 500 acres, \$800.

For areas more than 500 acres, \$1,000.

The fee shall be paid at the time of submission to the Town Engineer of the soil engineer's report.

(b) For the filing of an application with the Town Board under § 86-9E(10), \$50 for each structure, payable at the time the application is filed.

(14) The following words and phrases shall be construed as below designated:

CRAWL SPACE

Any space in a building having a height of less than four feet.

EXTERIOR WALL

Includes all walls between the main building or basement or cellar thereof and a garage attached to or included in the dwelling.

FIRST FLOOR

Shall not include the floor of any garage, whether or not attached to or included in a building or any crawl space, but first floor shall include the floor of any basement or cellar or any room in a basement or cellar.

MEAN SEA LEVEL

The average height of the sea at Sandy Hook, New Jersey, all stages of the tide being considered, as determined by the United States Coast and Geodetic Survey.

PERSON

Includes a partnership or a corporation.

Section 3.

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

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ELIZABETH AJASIN AS
COMMUNITY RESEARCH ASSISTANT IN THE
DEPARTMENT OF OCCUPATIONAL
RESOURCES.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Elizabeth Ajasin be and hereby is appointed
Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$70,000, in
the Department of Occupational Resources, by the Commissioner of the Department of Occupational
Resources and ratified by the Town Board of the Town of Hempstead effective December 11, 2019
and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL BELLINI, AS
EQUIPMENT OPERATOR I, IN THE
DEPARTMENT OF HIGHWAY BUDGET CODE
5110.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Michael Bellini be and hereby is appointed
Equipment Operator I, Non Competitive, Grade 11, Start Step (A), \$44,176, in the Department of
Highway, Budget Code 5110, by the Commissioner of the Department of Highway and ratified by the
Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN BLOCKER AS
CUSTODIAL WORKER I, IN THE
DEPARTMENT OF GENERAL SERVICES,
BUILDINGS AND GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that John Blocker be and hereby is appointed Custodial Worker I, Labor Class, Grade 9, Start Step (A), \$41,691, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF BRUCE BLOWER II AS
DIRECTOR OF COMMUNICATIONS, IN
THE DEPARTMENT OF GENERAL
SERVICES, ADMINISTRATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Bruce Blower II be and hereby is appointed as Director of Communications, in the Department of General Services, Administration, Exempt, Ungraded, at an annual salary of \$150,000, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective December 17, 2019 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF KAREN BORZYM AS
OFFICE AIDE, IN THE OFFICE OF THE TOWN
CLERK.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Karen Borzym be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,779, in the Office of the Town Clerk, by the Town Clerk and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF MICHAEL CAPUTO,
ADMINISTRATIVE ASSISTANT, FROM THE
OFFICE OF THE RECEIVER OF TAXES TO THE
DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Michael Caputo, Administrative Assistant, be and hereby is transferred from the Office of the Receiver of Taxes to the Department of General Services, Administration, with a change in salary increased to Grade 20 Step 10 (K), \$95,980 by the Commissioner of the Department of General Services, subject to approval from the Town of Hempstead Civil Service Commission, and ratified by the Town Board of the Town of Hempstead effective December 12, 2019 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JESSICA DRUCKER AS
ACCOUNTING ASSISTANT, IN THE OFFICE OF
THE RECEIVER OF TAXES, FROM THE CIVIL
SERVICE LIST.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Jessica Drucker has passed the examination for the position of Accounting Assistant, Civil Service List No. 68-528, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Jessica Drucker, now serving as Tax Clerk I, in the Office of the Receiver of Taxes, be and hereby is appointed Accounting Assistant, Competitive, Permanent, Grade 14, Step 12 (M), \$87,537, from the civil service list, by the Receiver of Taxes and ratified by the Town Board of the Town of Hempstead effective December 11, 2019 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF HENRY FOWLER III
AS LABORER I, IN THE DEPARTMENT OF
GENERAL SERVICES, CEMETERIES
DIVISION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Henry Fowler III be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$41,691, in the Department of General Services, Cemeteries Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF STEPHANIE GERBER, CLERK
LABORER, FROM THE DEPARTMENT OF
SENIOR ENRICHMENT TO THE DEPARTMENT
OF GENERAL SERVICES, TRAFFIC CONTROL
DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Stephanie Gerber, Clerk Laborer, be and hereby is transferred from the Department of Senior Enrichment to the Department of General Services, Traffic Control 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 December 11, 2019 and
BE IT

FURTHER RESOLVED, that subject appointment is probationary for twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR NICHOLAS GIOVANELLI, PHOTOGRAPHIC MACHINE OPERATOR III, IN THE DEPARTMENT OF GENERAL SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Nicholas Giovanelli, Photographic Machine Operator III, in the Department of General Services, Administration, be and hereby is increased to Grade 18, Step 12 (M), \$98,507, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 11, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MATTHEW GRAVAGNA
AS COMMUNITY RESEARCH ASSISTANT,
IN THE DEPARTMENT OF GENERAL
SERVICES, ADMINISTRATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Matthew Gravagna be and hereby is appointed
Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$50,000, in
the Department of General Services, Administration, by the Commissioner of the Department of
General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory
completion of pre-employment criteria, effective December 11, 2019 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JENA HANSON AS
STORES CLERK, IN THE DEPARTMENT OF
BUILDINGS FROM THE CIVIL SERVICE LIST.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Jena Hanson has passed the examination for the position of Stores Clerk, Civil Service List No. 60-856, and is eligible for appointment thereto, NOW, THEREFORE, BE IT.

RESOLVED, that Jena Hanson be and hereby is appointed Stores Clerk, Competitive, Permanent, Grade 9, Start Step (A), \$41,691, in the Department of Buildings, from the civil service list, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective December 16, 2019 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DESIREE HELBOCK AS
OFFICE AIDE, IN THE DEPARTMENT OF
SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Desiree Helbock be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,779, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ARTHUR KINDLE, JR.
AS LABORER I, IN THE DEPARTMENT OF
HIGHWAY BUDGET CODE 5110.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Arthur Kindle, Jr. be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$41,691, in the Department of Highway, Budget Code 5110, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF NOEL KORF AS LABORER
I, IN THE DEPARTMENT OF GENERAL
SERVICES, CEMETERIES DIVISION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Noel Korf be and hereby is appointed Laborer I, Labor
Class, Grade 9, Start Step (A), \$41,691, in the Department of General Services, Cemeteries Division, by
the Commissioner of the Department of General Services and ratified by the Town Board of the Town of
Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF RYAN LOVE
AS COMMUNITY RESEARCH ASSISTANT,
IN THE DEPARTMENT OF GENERAL
SERVICES, ADMINISTRATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Ryan Love be and hereby is appointed
Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$107,000, in
the Department of General Services, Administration, by the Commissioner of the Department of
General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory
completion of pre-employment criteria, effective January 2, 2020 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JEANNE MANN AS
OFFICE AIDE, IN THE DEPARTMENT OF
GENERAL SERVICES, ANIMAL SHELTER
AND CONTROL DIVISION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Jeanne Mann be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,779, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ZACHARIE MILLER AS
DIESEL MECHANIC II, IN THE DEPARTMENT
OF GENERAL SERVICES, BUILDINGS AND
GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Zacharie Miller, now serving as Diesel Mechanic I, in the Department of General Services, Buildings and Grounds Division, be and hereby is appointed Diesel Mechanic II, Non Competitive, Grade 18, Step 12 (M), \$98,507, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 11, 2019, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY MUSANTE
AS LABORER I, IN THE DEPARTMENT OF
GENERAL SERVICES, CEMETERIES
DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Anthony Musante be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$41,691, in the Department of General Services, Cemeteries Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY NOVOTNEY
AS RECYCLING WORKER I, IN THE
DEPARTMENT OF SANITATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Anthony Novotney be and hereby is appointed Recycling Worker I, Labor Class, Grade 10, Start Step (A), \$42,887, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF KATHLEEN O'DONNELL
AS CLERK LABORER, IN THE DEPARTMENT
OF GENERAL SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Kathleen O'Donnell be and hereby is appointed Clerk Laborer, Non Competitive, Grade 9, Start Step (A), \$41,691, in the Department of General Services, Administration, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ELTON OVERSTREET
AS CUSTODIAL WORKER I, IN THE
DEPARTMENT OF GENERAL SERVICES,
BUILDINGS AND GROUNDS DIVISION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Elton Overstreet be and hereby is appointed Custodial Worker I, Labor Class, Grade 9, Start Step (A), \$41,691, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF NICHOLAS POMPA AS
LABORER I, IN THE DEPARTMENT OF
GENERAL SERVICES, BUILDINGS AND
GROUNDS DIVISION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Nicholas Pompa be and hereby is appointed Laborer I, Labor
Class, Grade 9, Start Step (A), \$41,691, in the Department of General Services, Buildings and
Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town
Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF TIAQUON RUSSELL AS
OFFICE AIDE, IN THE OFFICE OF THE TOWN
CLERK.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Tiaquon Russell be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,779, in the Office of the Town Clerk, by the Town Clerk and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR MICHAEL RUSSO,
COMMUNITY RESEARCH ASSISTANT, IN THE
DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Michael Russo, Community Research Assistant, in the Department of General Services, Administration, be and hereby is increased to \$64,753, Ungraded, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 11, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CASEY SAMMON AS
OFFICE SERVICES ASSISTANT, IN THE
OFFICE OF THE RECEIVER OF TAXES, FROM
THE CIVIL SERVICE LIST.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Casey Sammon has passed the examination for the position of Office Services Assistant, Civil Service List No. 63-535, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Casey Sammon, now serving as Clerk Laborer, in the Office of the Receiver of Taxes, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 5 (F), \$58,017, from the civil service list, in the Office of the Receiver of Taxes, by the Receiver of Taxes and ratified by the Town Board of the Town of Hempstead effective December 11, 2019 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF WHITNEY SEYMORE AS
OFFICE AIDE, IN THE OFFICE OF THE TOWN
CLERK.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Whitney Seymore be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,779, in the Office of the Town Clerk, by the Town Clerk and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: LEAVE OF ABSENCE FROM THE TITLE ADMINISTRATIVE OFFICER II; AND APPOINTMENT OF MICHELE SPARACCIO AS COMMUNITY RESEARCH ASSISTANT, IN THE DEPARTMENT OF GENERAL SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Michele Sparaccio, Administrative Officer II, in Department of Senior Enrichment, be and hereby is granted a one year leave of absence effective December 11, 2019 and BE IT

FURTHER RESOLVED, THAT Michele Sparaccio be and hereby is appointed Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$134,253, in the Department of General Services, Administration, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 11, 2019, and Be It

FURTHER RESOLVED, that subject appointment is probationary for twenty six weeks and should candidate prove unsatisfactory during this period said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: DEMOTION OF ERIC STONE TO RECYCLING
WORKER I, IN THE DEPARTMENT OF
SANITATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Eric Stone, now serving as Recycling Worker II, in the Department of Sanitation, be and hereby is demoted to Recycling Worker I, Labor Class, Grade 10, Step 6 (G), \$56,904, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective October 28, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR GREGORY
TARDIBUONO, SENIOR GRAPHIC ARTS
SPECIALIST, IN THE DEPARTMENT OF
GENERAL SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Gregory Tardibuono, Senior Graphic Arts Specialist, in the Department of General Services, Administration, be and hereby is increased to \$113,403, Ungraded, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 11, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ALEX VASSALLO AS
COMMUNITY RESEARCH ASSISTANT, IN THE
DEPARTMENT OF PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Alex Vassallo has resigned his position as Executive
Assistant to Town Board, in the Town Board Majority Central Staffing Code 1018, NOW, BE IT

RESOLVED, that Alex Vassallo be and hereby is appointed
Community Research Assistant, Non Competitive, Ungraded, 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 December 11, 2019 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CLAYTON WARRIN, AS
EQUIPMENT OPERATOR I, IN THE
DEPARTMENT OF HIGHWAY BUDGET CODE
5110.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Clayton Warrin be and hereby is appointed
Equipment Operator I, Non Competitive, Grade 11, Start Step (A), \$44,176, in the Department of
Highway, Budget Code 5110, by the Commissioner of the Department of Highway and ratified by the
Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL WHALEN AS
LABORER I, IN THE DEPARTMENT OF
GENERAL SERVICES, ANIMAL SHELTER
AND CONTROL DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Michael Whalen be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$41,691, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CORINNE ZAPPOLO, AS
CLERK LABORER, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Corinne Zappolo be and hereby is appointed
Clerk Laborer, Non Competitive, Grade 9, Start Step (A), \$41,691, 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 December 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:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION
NO. 929/13-2019, KRISTIN LINO, IN THE
DEPARTMENT OF BUILDINGS.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 929/13-2019 states incorrect effective
dates NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read “effective April 1, 2019 through
March 31, 2020”

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION
NO. 929/24-2019, DEBRA WEINRIB, IN THE
OFFICE OF THE TOWN ATTORNEY.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 929/24-2019 states an incorrect effective date

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read "effective August 12, 2019"

AYES:

NOES:

12/10/2019

In addition there are (15) Fifteen Resolutions for various types of Leaves of Absence.