



Dated: August 4, 2020  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
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 8<sup>th</sup> day of September, 2020, 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:

LEVITTOWN	JAMES LANE (TH 128/20) STOP - all traffic traveling west bound on Andrew Lane shall come to a full stop.
MERRICK	BEACH DRIVE (TH 122/20) STOP - all traffic traveling westbound on Alice Street shall come to a full stop.
SEAFORD	WASHINGTON AVENUE (TH 136/20) STOP - all traffic traveling east bound on William Street shall come to a full stop.
WANTAGH	PRINCETON DRIVE SOUTH (TH 135/20) STOP - all traffic traveling southbound on Auburn Road shall come to a full stop.
WEST HEMPSTEAD	HEMPSTEAD GARDENS DRIVE (TH 150/20) STOP - all traffic traveling westbound on Willow Street shall come to a full stop.

It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Case # 30299

Dated: August 4, 2020  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
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 8<sup>th</sup> day of September, 2020, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-15 of the code of the Town of Hempstead to INCLUDE "PROHIBITION OF LEFT TURNS" at the following locations:

- LEVITTOWN                      JERUSALEM AVENUE (TH 618/19) West Side  
- NO LEFT TURN - all traffic exiting the driveway apron of the Exxon Gas Station on the west side of Jerusalem Avenue at a point 154 feet north of the north curblineline of Hempstead Turnpike shall be prohibited from executing Left Turns onto north bound Jerusalem Avenue.
- SEAFORD                              MERRICK ROAD (TH 620/19) NO LEFT TURN - all traffic exiting the eastern most driveway of the Park Plaza/CVS Shopping Center on the north side of Merrick Road at a point 140 feet west of Willoughby Avenue shall be prohibited from executing Left Turns onto east bound Merrick Road.

It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

*Case # 30300*

Dated: August 4, 2020  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN JR.  
Supervisor

KATE MURRAY  
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 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 8th day of September, 2020, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend subsections "A," "B," and "E" of section 118-4 of the Code of the Town Of Hempstead, in relation to investigation of applications and issuance of peddlers and solicitors licenses. It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: Hempstead, New York  
August 4, 2020

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

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN, JR.  
Supervisor

case # 16932

Town of Hempstead

A local law to amend subsections "A," "B," and "E" of section 118-4 of the Code of the Town Of Hempstead, in relation to investigation of applications and issuance of peddlers and solicitors licenses.

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

Section 1. Subsections "A," "B," and "E" of section 118-4 of the Code of the Town Of Hempstead, in relation to investigation of applications and issuance of peddlers and solicitors licenses:

Chapter 118  
Peddlers and Solicitors

\* \* \*

§ 118-4. Investigation; issuance of license.

A. Upon receipt of the sworn application, the Town Clerk shall forward a copy thereof to the New York State Department of Criminal Justice Services or other authorized agency for a background check of the applicant.

B. If the investigation shall establish that the applicant has a police record, the New York State Department of Criminal Justice Services or other authorized agency shall attach a copy thereof to the application and return both to the Town Clerk. Alternatively, if no police record is found, a statement to this effect shall be attached to the application in lieu of the police record.

\* \* \*

E. The Town Clerk shall either approve or deny any application made under Chapter 118, not later than 10 business days after all necessary information pursuant to Section 118-3 has been received. No license shall be issued by the Town Clerk unless all conditions imposed by this Chapter are fully complied with.

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



NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 8th day of September, 2020, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend subsection "E" of section 152-10 of the Code of the Town Of Hempstead, in relation to promoting healthful environments for animals.

It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: Hempstead, New York  
August 4, 2020

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

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN, JR.  
Supervisor

Town of Hempstead

A local law to amend subsection "E" of section 152-10 of the Code of the Town Of Hempstead, in relation to promoting healthful environments for animals.

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

Section 1. Subsection "E" of section 152-10 of the Code of the Town Of Hempstead is hereby amended, in relation to promoting healthful environments for animals, such that it shall read as follows:

Chapter 158  
Animal Shelter and Control Division

\* \* \*

§ 152-10. Unattended animals.

\* \* \*

It shall be a violation of this section for any person to leave an animal unattended outdoors for over 30 minutes in inclement weather or under other conditions or for such a period of time as may endanger the health or well-being of such animal due to heat, lack of water or such other circumstances, such as a weather advisory by any federal, state, county or Town government or as reasonably may be expected to cause suffering, disability or death. It shall be a rebuttable presumption that any temperature below 35° F. or above 85° F. constitutes inclement weather. Additionally, it shall be a violation of this section for any person to leave an animal unattended in an indoor environment at any location, including in the custody of the Town of Hempstead Animal Shelter, for over 30 minutes, in which the temperature of the indoor environment is below 35° F. or above 85° F.

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

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L.H. Bennett Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, One Washington Street, Village and Town of Hempstead, New York, on the 8th day of September, 2020, at 10:30 o'clock in the forenoon of that day, to consider the amendment of section 128-45 of Chapter 128 of the Code of the Town of Hempstead, in relation to increasing the maximum fines for illegal dumping of refuse and garbage on vacant lots or streets. It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: Hempstead, New York  
August 4, 2020.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN  
Supervisor

Case #

15234

Town of Hempstead

A local law to amend section 128-45 of Article III of Chapter 128 of the Code of the town of Hempstead, entitled "Penalties for offenses" in relation to increasing the maximum fines for illegal dumping of refuse and garbage on vacant lots or streets.

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

Section 1. Section 128-45 of Article III of Chapter 128 of the code of the town of Hempstead, as last amended by local law number forty-five of two thousand five, hereby is amended to henceforth read as follows:

Chapter 128  
Garbage and Rubbish

\* \* \*

Article III  
Dumping of Refuse and Garbage

\* \* \*

§ 128-45. Penalties for offenses.

Any person or persons, association, corporation or other legal entity committing an offense against this article, or any section or provision thereof, is guilty of an unclassified misdemeanor punishable by a fine not exceeding \$10,000.00 or imprisonment for a period not exceeding one year for each such offense, or both such fine and imprisonment.

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

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L.H. Bennett Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, One Washington Street, Village and Town of Hempstead, New York, on the 8<sup>th</sup> day of September, 2020, at 10:30 o'clock in the forenoon of that day, to consider a local law to amend section 183-8 of Chapter 183 of the Code of the Town of Hempstead, entitled "Tow Cars" by adding a new subsection "E" thereof in relation to regulations for heavy duty towing. It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: Hempstead, New York  
August 4, 2020.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN  
Supervisor

Case # 14703

Town of Hempstead

A local law to amend section 183-8 of Chapter 183 of the Code of the town of Hempstead entitled "Tow Cars" by adding a new subsection "E" thereof in relation to regulations for heavy duty towing.

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

Section 1. Section 183-8 of Chapter 183 of the code of the town of Hempstead, as last amended by local law number fifty-eight of two thousand sixteen, hereby is amended by adding a new subsection "E" thereof in relation to regulations for heavt duty towing, to read as follows:

Chapter 183  
Tow Cars

\* \* \*

§ 183-8. Tow Car Requirements.

\* \* \*

- E. Heavy duty towing. Notwithstanding any provision of this Chapter to the contrary, no tow car shall engage in heavy duty towing unless it shall comprise at least three live axles, none of which shall be lift axles. Heavy duty towing shall be considered towing of any vehicle or trailer which has a gross weight of over 10,000 lbs. Nothing herein shall be construed to supersede any controlling law to the contrary. The Town Clerk may make such notation on any license or take such other act deemed necessary to ensure compliance with this requirement.

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

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that pursuant to Article 9 of

the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L.H. Bennett Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, One Washington Street, Village and Town of Hempstead, New York, on the 8th day of September, 2020, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law for the amendment of section three dash two of Chapter Three of the Code of the Town of Hempstead, in relation to the definition of the term "Program Time Period" applicable to Apprenticeship Training Programs for Town Contracts. It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: Hempstead, New York  
August 4, 2020.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN  
Supervisor

29378  
26667

Town of Hempstead

A local law to amend section three dash two of Chapter Three of the Code of the Town of Hempstead, in relation to the definition of the term "Program Time Period" applicable to Apprenticeship Training Programs for Town Contracts

Be it enacted by the town board of the town of Hempstead as follows:

Section One. Section three dash two of chapter three of the code of the town of Hempstead is hereby amended such that the definition of the term "Program Time Period" shall read as follows:

Chapter 3

Apprenticeship Training Programs for Town Contracts

\* \* \*

§3-2. Definitions.

As used in this local law, the following terms shall have the meanings indicated:

\* \* \*

PROGRAM TIME PERIOD

The period of time equal to 12 months immediately preceding the date of bid-opening for a particular construction contract.

Section 2. This local law shall take effect immediately in accordance with law.



At a meeting of the Town Board  
of the Town of Hempstead, in  
the County of Nassau, New York,  
held at the Town Meeting  
Pavilion, Hempstead Town Hall,  
Town Hall Plaza, 1 Washington  
Street, Hempstead, New York, on  
The 4th day of August, 2020.

P R E S E N T :

HON., Supervisor Donald X. Clavin, Jr.  
Councilwoman Dorothy L. Goosby  
Councilman Bruce A. Blakeman  
Councilman Anthony P. D'Esposito  
Councilman Dennis Dunne, Sr.  
Councilman Thomas E. Muscarella  
Councilman Christopher Carini

----- X

IN THE MATTER :

ORDER

- of - :

THE INCREASE AND IMPROVEMENT :  
OF THE FRANKLIN SQUARE WATER :  
DISTRICT IN THE TOWN OF HEMPSTEAD :  
COUNTY OF NASSAU, STATE OF NEW YORK

----- X

WHEREAS, the Board of Water Commissioners of the Franklin Square Water District has proposed certain improvements and has requested that the Town Board hold a public hearing regarding the upgrade of the facilities and equipment of the District; and

WHEREAS, said Board of Water Commissioners at a meeting held January 14, 2020 approved construction of well head treatment for Wells Nos. 4 and 5 packed tower aeration and AOP treatment, and passed a resolution to raise \$2,748,000.00 with a bond to be issued through and by the Town of Hempstead, and has submitted to the Town Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

*Case # 4160A*

ORDERED, that a public hearing be held by this Town Board on the 8th day of September , 2020, at 10:30 o'clock in the forenoon at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Franklin Square Water District consisting of construction of well head treatment for Wells Nos. 4 and 5 packed tower aeration and AOP treatment, and authorization to raise \$2,748,000.00 with a bond to be issued through and submitted to the Town Board an estimate of cost relating to said improvements by the Town of Hempstead, and may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov) has submitted to the Town Board an estimate of cost relating to said improvements.

Dated: Hempstead, New York  
August 4, 2020

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Donald X. Clavin Jr., Supervisor

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Dorothy L. Goosby

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Bruce A. Blakeman

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Anthony P. D'Esposito

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Dennis Dunne, Sr.

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Thomas E. Muscarella

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Christopher Carini

Members of the Town Board  
of the Town of Hempstead

**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 the 8th day of September, 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 the Incorporated Village of East Rockaway, New York, for furnishing fire protection services within the Angle Sea Fire Protection District, for a period of three years commencing January 1, 2019 and expiring December 31, 2021, upon the same conditions, for the annual sum of \$10,178.00 for the year 2019; the sum of \$10,331.00 for the year 2020; and the sum of \$10,537.00 for the year of 2021

The proposed contract is on file in the office of the Town Clerk, Hempstead Town Hall, Hempstead, New York, where the same may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: Hempstead, New York  
August 4, 2020.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

Case #

690

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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 ANGLE SEA FIRE PROTECTION DISTRICT, hereinafter called the "Protection District," and INCORPORATED VILLAGE OF EAST ROCKAWAY, a municipal corporation, with its municipal office at the Municipal Building, East Rockaway, 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 Angle Sea Protection District, embracing that territory in the Town described in the resolution establishing said District, adopted by the Town Board of the Town, and the resolutions, if any, thereafter extending such District; and

WHEREAS, after a public hearing on due notice, the said Town Board duly authorized an agreement with the Fire Department for fire protection within the Protection District, for a period of three (3) years, upon the terms and conditions herein set forth; and

WHEREAS, the consent of the Volunteer Fire Department of the Incorporated Village of East Rockaway to this agreement has been obtained pursuant to Section 209-d of

the General Municipal Law of the State of New York, and this agreement has also been duly authorized by the Board of Trustees of the Incorporated Village of East Rockaway.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the Protection District, and the Fire Department agrees to furnish such fire protection and fire rescue service upon the following terms and conditions:

FIRST: The Fire Department during the period of this agreement, commencing on the 1st day of January, 2019 and ending on the 31st day of December, 2021, agrees to furnish and protect, to the best of its ability, against loss by fire to persons and property located within the Protection District to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response, and at all times during the terms of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the ISO Commercial Risk Services, Inc., and in such a manner as will ensure the rating of property in the Protection District as located within a protection area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department, the following sums of money:

- a) For the period beginning on the 1<sup>st</sup> day of January, 2019 and ending on the 31<sup>st</sup> day of December, 2019, the sum of \$10,178.00;

- b) For the period beginning on the 1<sup>st</sup> day of January, 2020 and ending on the 31<sup>st</sup> day of December, 2020, the sum of \$10,331.00;
- c) For the period beginning on the 1st day of January, 2021 and ending on the 31st day of December, 2021, the sum of \$10,537.00;

such sums to be levied and assessed upon taxable property within 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 April and the first day of October of each year of the term of this agreement.

THIRD: If the Fire Department is a village or a fire district, it may pay to the Volunteer Fire Department, or Company, under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder, in accordance with Subdivision 16 of Section 176 of the Town Law and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Village Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims for such benefits. The

Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Angle Sea 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 202-a, subdivision 17(a) of the Village 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 the  
ANGLE SEA FIRE PROTECTION DISTRICT

By \_\_\_\_\_

Supervisor

INCORPORATED VILLAGE OF EAST ROCKAWAY

By Bruno F. Romano

Mayor

CASE NO.

RESOLUTION NO.:

Adopted:

Council  
and moved for its adoption:

offered the following resolution

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

WHEREAS, the applicant, Gemma Realty Corp., has submitted to the Town of Hempstead an application to rezone a certain parcel of land at the southwest corner of Uniondale Avenue and Midwood Street from Residence "B" Zoning District to "Business" Zoning District; and

WHEREAS, the purpose of the proposed rezoning from Residence "B" to Business District is to permit its continued use for commercial purposes to the provisions governing the "Business" District set forth in Article XVI of the Board of Zoning Appeals; and

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

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

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

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

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

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

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

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

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

Case # 29535



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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER

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

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section 273 of Article 28 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 September 8, 2020 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 GEMMA REALTY CORP. for rezoning from Residence "B" District to Business District" on the following described premises in Uniondale, New York:

A rectangular shaped parcel located on the n/w/c/ of Uniondale Ave. & Midwood St. w/frontage of 100.58' on Uniondale Ave. and 120.95' on Midwood St. situated in Uniondale, Town of Hempstead, County of Nassau, State of New York.

The above mentioned application & maps which accompanies it are on file and may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

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

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

Dated: August 4, 2020  
Hempstead, N.Y.

Case #

29535

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 September 8, 2020 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 GEMMA REALTY CORP. for a permit to include an existing gasoline service station and extend the premises with in the "GSS" District located in Uniondale, New York:

A rectangular shaped parcel located on the n/w/c/ of Uniondale Ave. & Midwood St. w/frontage of 100.58' on Uniondale Ave. and 120.95' on Midwood St. situated in Uniondale, Town of Hempstead, County of Nassau, State of New York.

The above mentioned application & maps which accompanies it are on file and may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

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

DONALD X. CLAVIN, Jr.  
Supervisor

KATE MURRAY  
Town Clerk

Dated: August 4, 2020  
Hempstead, N.Y.

Case #

1712

NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on the 8<sup>th</sup> day of September, 2020, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to create a new subsection 77-2.C of Chapter 77 of the Code of the Town of Hempstead, in relation to regulation of possession of lighted tobacco products at public places proximate to parks within the Town of Hempstead.

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 viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

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

KATHLEEN P. MURRAY  
Town Clerk

DONALD X. CLAVIN, JR.  
Supervisor

Case #

19908

Town of Hempstead

A local law to create a new subsection 77-2.C of Chapter 77 of the Code of the Town of Hempstead, in relation to regulation of possession of lighted tobacco products at public places proximate to parks within the Town of Hempstead.

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

Section 1. Subsection 2 of Chapter 77 of the code of the Town of Hempstead, is amended insofar as to create a new subsection 77-2.C of Chapter 77 of the Code of the Town of Hempstead, in relation to regulation of possession of lighted tobacco products at public places proximate to parks within the Town of Hempstead, to read as follows:

Chapter 77  
Regulation of Public Places

\* \* \*

§ 77-2

Prohibited acts.

It shall be an offense against this chapter for any person to:

\* \* \*

C. Be in personal possession of a lighted cigarette, cigar, or other smoking device within 25 feet of any person who is then present within:

1. A park or playground of any public or private school or camp; or
2. a public park or playground; or
3. any private property used primarily as a park or playground.

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

NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on the 8<sup>th</sup> day of September 2020, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Sections 175-3 and 175-7 of Chapter 175 of the Code of the Town of Hempstead, in relation to excavations in streets. It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: Hempstead, New York  
August 4, 2020

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

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN, JR.  
Supervisor

Case #

15720

Town of Hempstead

A local law to amend Sections 175-3 and 175-7, of Chapter 175 of the Code of the Town of Hempstead, in relation to excavations in streets.

Introduced by: Councilman Blakeman

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

Section 1. Sections 175-3 and 175-7 of Chapter 175 of the code of the town of Hempstead, as constituted by local law number sixty one of nineteen hundred seventy, adopted August eleventh, nineteen hundred seventy, hereby is amended such that Sections 175-3 and 175-7 shall henceforth read as follows:

Chapter 175  
Excavations in Streets

\* \* \*

**§ 175-3. Application for permit.**

**A.** A written application shall be filed with the Commissioner, stating the purpose, extent, location and nature of a proposed excavation or other disturbance of a highway or sidewalk in the Town, except where an excavation or disturbance shall be directly authorized by law. The Commissioner shall require the applicant to post a performance bond in the amount of \$5,000, which shall be deemed to be adequate to pay said expense upon the condition that the permittee replace the highway or sidewalk, pavement, curb or gutter in proper condition or pay all of the expenses to which the Town may be put to replace the highway or sidewalk, pavement, curb or gutter or put the same in proper condition if the permittee does not repair or replace the highway or sidewalk within the 30 days following the satisfactory completion of the project, weather permitting, as required under § 175-5D.

[Amended 6-6-1995 by L.L. No. 43-1995, effective 6-12-1995; 10-3-2017 by L.L. No. 82-2017, effective 10-13-2017]

**B.** Each applicant shall take out and maintain during the term of the permit and file with the Commissioner a public liability insurance policy insuring the Town of Hempstead, its agents, servants and/or employees and the Commissioner in an amount not less than \$1,000,000 for injuries, including wrongful death, to any person and subject to the same limit for each person on account of each occurrence and a property damage insurance



policy insuring the Town of Hempstead and all employees thereof in the amount of not less than \$1,000,000 on account of any occurrence and in an amount not less than \$500,000 on account of all occurrences. Such insurance policies shall cover liability which may arise from operations under the permit, whether such operations are by the permittee or by the Town of Hempstead or the Commissioner. Such insurance policies shall be issued in the name of the Town of Hempstead, its agents, servants and/or employees and the Commissioner as the insured.

C. The Commissioner of Highways is authorized to deny any application for permit for excavation in any highway or sidewalk in the Town when the Commissioner finds:

(1) that the applicant has not completed the outstanding repairs on their prior permitted excavations on the highways and sidewalks within the Town;

(2) that the purpose, extent, location and nature of the proposed excavation or other disturbance of the roadway, highway or sidewalk in question will cause undue disturbance of the roadway, highway or sidewalk for without justifiable cause for said disturbance.

The Commissioner must inform the applicant, in writing, of the denial and state the outstanding locations of highways and sidewalks requiring repair. Nothing in this subsection overrides the emergency exception contained within § 175-5B of the Town Code.

#### **§ 175-7. Detail of construction.**

A. All procedures and materials shall be in conformance with the latest edition of the Nassau County Specifications for Construction of Highways and Bridges and the Nassau County Traffic Signal Specifications as prepared by the Nassau County Department of Public Works.

B. As upon request by the Commissioner, a schedule of operations shall be submitted by the permittee.

C. No Town highway shall be closed without prior written notice to and approval of the Commissioner of the Highway Department.

D. No trench area shall be left open after working hours.

E. A space of at least four feet wide shall be maintained at all times on the side of the right-of-way for the safe use of pedestrians.

F. Trench areas shall be kept open as short a time as possible consistent with the installations involved.

G. In no case shall sidewalks or pavements be removed or broken unless all subsequent activities needed to complete the permit work proceed without delay thereafter. Where concrete pavement is broken and left in place prior to removal, these pavement

areas shall be resurfaced with a temporary asphalt pavement before opening to traffic.

**H.** Every precaution shall be taken to prevent the marring or damage to structures such as pavements, curbs, sidewalks, etc., abutting the work as follows:

(1) Timber planks shall be used to support steel-treaded mobile equipment, and timber blocks or planks shall be placed under all outriggers used to stabilize excavation and other mechanical equipment.

(2) Loose stones, broken concrete, sand, dirt, debris, etc., shall be swept up daily from the areas adjoining the work.

(3) Under no circumstances shall the mixing of mortar or concrete or the storage of asphalt be permitted directly on unprotected surfaces adjoining the work.

**I.** Immediately following saw cutting, all residue shall be flushed, broomed and removed from adjoining surfaces.

**J.** All possible care shall be taken to prevent undermining of the adjoining pavement. The use of driven sheeting may be required to prevent such undermining. Any such undermining shall be deemed sufficient reason for the issuance of orders to remove additional pavement.

**K.** The permittee shall have a competent representative at the site while the work is in progress to ensure adherence to the conditions of the permit.

**L.** The permittee shall provide and maintain temporary pavement with hot asphalt mixes flush with the grades of the adjoining surfaces until final restoration.

**M.** No transverse road opening nor a road opening within an intersection may exceed 1/3 the width of the highway, nor shall any more than that same length be blocked by construction, truck loading or unloading or by construction material and barricades at any one time.

**N.** All existing traffic signs temporarily removed for construction shall be carefully stored and must be reinstalled upon completion of work.

**O.** All restorations shall be made from curb to curb as necessary to avoid ragged edges on the restored area. The area to be restored shall be increased as necessary to avoid residual strips of existing pavement either direction.

Where multiple disturbances, cuts or trenches have been made in the same roadway within 75 feet on each other, the whole roadway shall be replaced, from intersection to intersection.

**P.** Pavement restoration specifications shall be as follows:

(1) Specifications.

(a) Bituminous-type pavement 1 1/2 inches minimum compacted asphalt concrete Type 1A, Item 36D, three inches minimum

compacted dense-graded base course asphalt concrete Item 22CX-M-2.

(b) Alternate pavement section one-inch minimum compacted asphalt concrete type AC, Item 36E.

(c) One and one-half inches minimum compacted asphalt concrete binder course, Type 1A, Item 36DX-M.

(d) Four inches minimum compacted dense-graded aggregate base course Item 398.

(2) Oil and bluestone pavement: five inches of Town of Hempstead Item 398 and two inches of top course.

(3) Concrete pavement.

(a) Where existing pavement is reinforced or contains joint supports, the removal of the pavement shall be performed in such a manner as to allow projection of six inches of the reinforcement and the undisturbed joint supports into the replacement area. If such is not feasible, the permittee shall indicate proposed corrective measures for approval by the Commissioner. Replacement concrete shall be Type II and entrained with additives such as will assure compressive strength cores of 2,500 pounds per square inch in 48 hours. The concrete shall be of the same thickness as the adjacent undisturbed concrete.

(b) With the approval of the Town of Hempstead Engineering Department, asphalt concrete base may be used as a replacement for adjacent concrete base on longitudinal cuts only. Where asphalt concrete is used, it shall be two inches thicker than the concrete it replaces.

(4) Longitudinal openings.

(a) The entire panel width must be removed and replaced. Ends of panels must be saw cut if not at a transverse joint.

(b) In no case shall any portion of the existing panel that is less than six feet from a transverse joint be left in place.

(c) When concrete base panels with asphalt overlays are to be removed, the asphalt shall be cut back a minimum of six inches onto the adjacent panels to provide a smooth vertical edge.

(5) Transverse openings.

(a) Transverse openings shall be saw cut 90° to the longitudinal joints.

(b) Pavement replacement shall be a minimum of two feet on both sides of the trench and a total minimum of six feet wide by the width of the panel.

(c) In no case shall any portion of the existing panel that is less than six feet

in length from a transverse joint of existing crack be left in place.

(d) Where openings are skewed across the pavement, the concrete replacement must be carried straight across each panel and not staggered.

Q. All restorations shall make any necessary repairs to the restoration for a period of seven (7) years following the restoration.

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

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 8th day of September, 2020, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend subsection 129-1.E of Chapter 129 of the Code of the Town of Hempstead entitled "Graffiti Control" in relation to increasing civil penalties for application of unlawful graffiti in the Town of Hempstead.

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. It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: Hempstead, New York  
August 4, 2020

BY ORDER OF THE TOWN BOARD OF  
THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN JR.  
Supervisor

KATE MURRAY  
Town Clerk

Case #

27964

Town of Hempstead

A local law to amend subsection 129-1.E of Chapter 129 of the Code of the Town of Hempstead entitled "Graffiti Control" in relation to increasing civil penalties for application of unlawful graffiti in the Town of Hempstead

Introduced by: Councilman Blakeman

Be it enacted by the town board of the town of Hempstead as follows:

Section One. Subsection 129-1.E of Chapter 129 of the code of the town of Hempstead is hereby amended such that it shall read as follows:

Chapter 129

Graffiti Control

§ 129-1. Graffiti Control Established.

\* \* \*

E. Penalties for Offenses. Any person who, after the effective date of this Chapter, shall be convicted of, or plead guilty or no contest to, a violation of this Chapter, or shall be convicted of, or plead guilty or no contest to a violation of New York State Penal Law section 145.60 or section 145.65, as amended, shall be subject to imposition of a fine not exceeding \$250 or imprisonment for a period not exceeding 15 days for each such offense, or by both such fine and imprisonment. Such person shall also be separately liable to the Town of Hempstead for a civil penalty in the amount of up to \$10,000.00 for each building, structure or ground surface affected.

Section 2. This local law shall take effect immediately in accordance with law.

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 8<sup>th</sup> day of September, 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:

ELMONT

LITCHFIELD AVENUE - west side, starting at a point 161 feet south of the south curblineline of Russell Street, south for a distance of 20 feet.  
(TH-113/20)

KIRKMAN AVENUE - west side, starting at a point 170 feet north of the north curblineline of Kiefer Avenue, north for a distance of 20 feet.  
(TH-139/20)

INWOOD

RHINEHART PLACE - north side, starting at a point 72 feet east of the east curblineline of Doughty Blvd., east for a distance of 18 feet.  
(TH-157/20)

ROOSEVELT

CATLIN AVENUE - north side, starting at a point 70 feet east of the east curblineline of Brookside Avenue, east for a distance of 22 feet.  
(TH-155/20)

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

Case # 21527

BELLMORE

WOOD AVENUE - north side,  
starting at a point 50 feet east  
of the east curblineline of Ocean  
Avenue, east for a distance of 20  
feet.

(TH-102/08- 4/22/08) (TH-138/20)

ELMONT

LUCILLE AVENUE - east side, starting  
at a point 172 feet south of the south  
curblineline of Theodora Street, south for  
a distance of 25 feet.

(TH-522/06 - 11/28/06) (TH-121/20)

OCEANSIDE

ROCKVILLE CENTRE PKWY. - west side,  
starting at a point 50 feet south of  
the south curblineline of Nassau Parkway,  
south for a distance of 20 feet.

(TH-69/20 - 6/09/20) (TH-069(b)/2020)

It may be viewed on the Hempstead website, at  
[www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be  
heard in person in accordance with applicable social distancing  
regulations, or by written statement or real time telephonic  
communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: August 4, 2020  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk



**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 8th day of September, 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 ratifying and confirming a contract with the Woodmere Fire District for furnishing fire protection services within the Woodmere Fire Protection District for a period of five (5) years commencing January 1, 2015 and expiring December 31, 2019, for the annual sum of \$58,373.00 each year, and considering a contract with the Woodmere Fire District for furnishing fire protection services within the Woodmere Fire Protection District for a period of two (2) years commencing January 1, 2020 and expiring December 31, 2021 for the annual sum of \$58,373.00 for year 2020, and \$60,434.00 for the year 2021.

The proposed contracts are on file and maybe viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: Hempstead, New York  
August 4, 2020.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
TOWN CLERK

Case #

4610

copy

THIS AGREEMENT, made the 4<sup>th</sup> day of June 2020, 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 WOODMERE FIRE PROTECTION DISTRICT, hereinafter called the "Protection District," and the WOODMERE FIRE DISTRICT, having its principal office at 20 Irving Place, Woodmere, NY 11598-1230 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 Woodmere 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 and/or diminishing such District; and

WHEREAS, after a public hearing on due notice, the said Town duly authorized an agreement with the Fire Department for fire protection within the Fire Protection District, for a period of five (5) years, upon the terms and conditions herein set forth; and

WHEREAS, the consent of the Woodmere Fire Department to this agreement has been obtained pursuant to Section 209-d of the General Municipal Law of the State of

New York, and this agreement has also been authorized and consented to by the Commissioners of the Woodmere Fire District, pursuant to Section 186, Subdivision 3, and Section 176, Subdivision 16, of the Town Law of the State of New York.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the Protection District for a period of five (5) years 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, 2015 and ending on the 31st day of December, 2019, protection against loss by fire to property located within the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability, and 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 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 New York Board of Fire Underwriters or the Insurance Service Organization, or other appropriate agency, and in such manner as will ensure the rating of property in the Protection District.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$58,373.00 for the year

2015; \$58,373.00 for the year 2016; \$58,373.00 for the year 2017; \$58,373.00 for the year 2018; \$58,373.00 for the year 2019; such sums to be levied and assessed upon taxable property within the territory of said 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 for the calendar years during the term of this agreement.

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-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the

term of this agreement, and the Fire District and/or Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement other than claims for such benefits. Therefore, the Fire District/Fire Department shall annually provide to the Town clerk and the Town Attorney, appropriate certificates of insurance, naming the Woodmere Fire Protection District, and the Town of Hempstead as additional insured.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 176-B of the Town Law, and Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all 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  
WOODMERE FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_

Supervisor

WOODMERE FIRE DISTRICT

By \_\_\_\_\_

Chairman Board of Fire  
Commissioners

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said state, personally appeared DONALD X. CLAVIN, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instruments, the person or the entity upon behalf of which the person acted, executed the instruments.

Signature and Office of Individual taking acknowledgement.

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


STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On this *24* day of *June* in the year *2010* before me, the undersigned, a Notary Public in and for said state, personally appeared *Judal Karkowsky*, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instruments, the person or the entity upon behalf of which the person acted, executed the instruments.

Signature and Office of Individual taking acknowledgement.

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

EDWARD E. KRAUS  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN NASSAU COUNTY  
REG. #01KR484824  
MY COMM. EXP. JUNE 30, *2011*

# WOODMERE FIRE DISTRICT

20 IRVING PLACE  
WOODMERE, NEW YORK 11598

## RESOLUTION

### WOODMERE FIRE DISTRICT APPROVAL OF FIRE PROTECTION CONTRACT

WHEREAS, the Board of Fire Commissioners of the Woodmere Fire District has entered into negotiations with the Town of Hempstead in order to provide fire protection and related emergency services to a fire protection area more particularly described as the Woodmere Fire Protection District; and

WHEREAS, a proposed fire protection contract has come before the Board for approval calling for the a contract period of January 1<sup>st</sup> 2015 through December 31<sup>st</sup> 2019 at an agreed upon annual payment to the Fire District of \$58,373.00; and

WHEREAS, the Board determined that the terms of the agreement are fair and equitable;

IT IS HEREBY RESOLVED that pursuant to the laws and regulations applicable and in particular to Section 176 of the Town Law, that the Board of Fire Commissioners hereby approves the fire protection contract and authorizes a representative of the Board to sign the fire protection contract with Town of Hempstead covering the fire protection area more particularly described as the Woodmere Fire Protection District for the period January 1<sup>st</sup> 2015 through December 31<sup>st</sup> 2019 at the agreed upon annual payment to the Woodmere Fire District of \$58,373.00

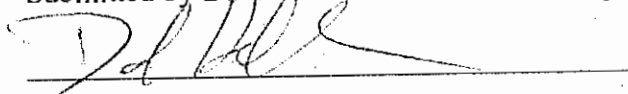
The adoption of the foregoing resolution was duly put to a vote and upon roll call the vote was as follows:

Chairman Judah Karkowsky	)	
Commissioner David Stern	)	
Commissioner Israel Max	)	AYES
Commissioner Melanie Kail	)	
Commissioner Ronna Rubenstein	)	

The resolution was thereupon duly adopted.

Dated: Woodmere, New York  
June 4th, 2020

Submitted by David Haller – District Secretary



COPY

THIS AGREEMENT, made the <sup>4<sup>th</sup></sup> day of June 2020, 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 WOODMERE FIRE PROTECTION DISTRICT, hereinafter called the "Protection District," and the WOODMERE FIRE DISTRICT, having its principal office at 20 Irving Place, Woodmere, NY 11598-1230 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 Woodmere 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 and/or diminishing such District; and

WHEREAS, after a public hearing on due notice, the said Town duly authorized an agreement with the Fire Department for fire protection within the Fire Protection District, for a period of two (2) years, upon the terms and conditions herein set forth; and

WHEREAS, the consent of the Woodmere Fire Department to this agreement has been obtained pursuant to Section 209-d of the General Municipal Law of the State of



New York, and this agreement has also been authorized and consented to by the Commissioners of the Woodmere Fire District, pursuant to Section 186, Subdivision 3, and Section 176, Subdivision 16, of the Town Law of the State of New York.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the Protection District for a period of two (2) years 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, 2020 and ending on the 31st day of December, 2021, protection against loss by fire to property located within the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability, and 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 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 New York Board of Fire Underwriters or the Insurance Service Organization, or other appropriate agency, and in such manner as will ensure the rating of property in the Protection District.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$58,373.00 for the year

2020; \$60,434.00 for the year 2021; such sums to be levied and assessed upon taxable property within the territory of said 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 for the calendar years during the term of this agreement.

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-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire District and/or Fire Department hereby agrees to provide all liability insurance,

other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement other than claims for such benefits. Therefore, the Fire District/Fire Department shall annually provide to the Town clerk and the Town Attorney, appropriate certificates of insurance, naming the Woodmere Fire Protection District and the 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 176-B of the Town Law, and Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all 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  
WOODMERE FIRE PROTECTION DISTRICT

By \_\_\_\_\_

Supervisor

WOODMERE FIRE DISTRICT

By \_\_\_\_\_

Chairman, Board of Fire  
Commissioners

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

On this        day of        in the year        before me, the undersigned, a Notary Public in and for said state, personally appeared DONALD X. CLAVIN, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instruments, the person or the entity upon behalf of which the person acted, executed the instruments.

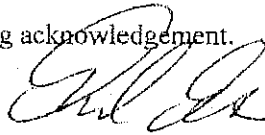
Signature and Office of Individual taking acknowledgement.

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

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

On this 4<sup>th</sup> day of June in the year 2020 before me, the undersigned, a Notary Public in and for said state, personally appeared Judith Karkowski, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instruments, the person or the entity upon behalf of which the person acted, executed the instruments.

Signature and Office of Individual taking acknowledgement.

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

EDWARD E. KRAUS  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN NASSAU COUNTY  
REG. #01KR4045524  
MY COMM. EXP. JUNE 30, 2024

# WOODMERE FIRE DISTRICT

20 IRVING PLACE  
WOODMERE, NEW YORK 11598

## RESOLUTION

### WOODMERE FIRE DISTRICT APPROVAL OF FIRE PROTECTION CONTRACT

WHEREAS, the Board of Fire Commissioners of the Woodmere Fire District has entered into negotiations with the Town of Hempstead in order to provide fire protection and related emergency services to a fire protection area more particularly described as the Woodmere Fire Protection District; and

WHEREAS, a proposed fire protection contract has come before the Board for approval calling for the a contract period of January 1<sup>st</sup> 2020 through December 31<sup>st</sup> 2021 at an agreed upon annual payment to the Fire District of \$58,373.00 for the year 2020 and \$60,434.00 for the year 2021; and

WHEREAS, the Board determined that the terms of the agreement are fair and equitable;

IT IS HEREBY RESOLVED that pursuant to the laws and regulations applicable and in particular to Section 176 of the Town Law, that the Board of Fire Commissioners hereby approves the fire protection contract and authorizes a representative of the Board to sign the fire protection contract with Town of Hempstead covering the fire protection area more particularly described as the Woodmere Fire Protection District for the period January 1<sup>st</sup> 2020 through December 31<sup>st</sup> 2021 at the agreed upon annual payment to the Woodmere Fire District of \$58,373.00 for the year 2020 and \$60,434.00 for the year 2021.

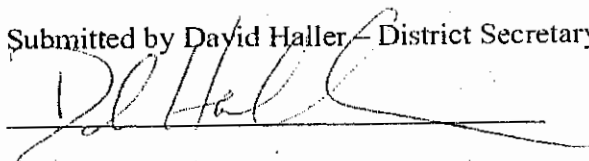
The adoption of the foregoing resolution was duly put to a vote and upon roll call the vote was as follows:

Chairman Judah Karkowsky	)	
Commissioner David Stern	)	
Commissioner Israel Max	)	AYES
Commissioner Melanie Kail	)	
Commissioner Ronna Rubenstein	)	

The resolution was thereupon duly adopted.

Dated: Woodmere, New York  
June 4th, 2020

Submitted by David Haller District Secretary



**NOTICE OF PUBLIC HEARING**

A public hearing has been scheduled by the Town of Hempstead Town Board to determine whether a Contract of Sale for a vacant commercial parcel land located in 509 Nassau Road, Roosevelt, New York, known as Section 55, Block:431, Lot: 73 should be conveyed to Sunrise Retail Ventures, LLC, for One Hundred Seventy Thousand One Hundred and 00/100 (\$170,100.00) Dollars for development and construction of a commercial retail structure in accordance with The Roosevelt Urban Renewal Plan Phase 2 and the Nassau Road Corridor Action which is aimed at maintaining existing businesses, attracting new businesses and creating employment opportunities within the Roosevelt community can be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

**Time of Hearing:** September 8, 2020 at 10:30a.m.

**Location of Hearing:** Town of Hempstead Town Hall Pavilion  
One Washington Street  
Hempstead, N.Y.

**Public Purpose:** The adoption of a Contract of Sale to convey the above Named vacant commercial parcel of land to Sunrise Retail Ventures, LLC, to be redeveloped for commercial retail use pursuant to the terms of the Roosevelt Urban Renewal Plan Phase 2 and Nassau Road Corridor Action Plan.

**Location of Property:** 509 Nassau Road (Section 55, Block: 431, Lot 73)  
Roosevelt, New York

By Order of  
THE TOWN OF HEMPSTEAD TOWN BOARD  
ONE WASHINGTON STREET  
HEMPSTEAD, N.Y. 11550

Case # 20404

Copy

**CONTRACT FOR SALE OF A VACANT  
COMMERCIAL PARCEL OF LAND LOCATED AT  
509 NASSAU ROAD, ROOSEVELT, N.Y. (SECTION:  
55, BLOCK:431, LOT:73) FOR DEVELOPMENT IN  
ACCORDANCE WITH THE ROOSEVELT URBAN  
RENEWAL PLAN.**

**CONTRACT OF SALE** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by  
and between the **TOWN OF HEMPSTEAD**, a municipal corporation, duly formed  
under the laws of the State of New York, with municipal offices located at Town  
Hall Plaza, Hempstead, New York 11550, through its Department of Planning &  
Economic Development with offices located at 200 North Franklin Street,  
Hempstead, New York 11550, (Hereinafter "Town,") which agrees to sell and  
**SUNRISE RETAIL VENTURES LLC.** with offices located at c/o Laveman Law  
PC, 1225 Franklin Avenue, Suite 325, Garden City, NY 11530 (Hereinafter  
"Developer") which agrees to buy and improve the vacant commercial parcel of  
land located at 509 Nassau Road, Roosevelt, N.Y. known on the land and tax  
maps of Nassau County as Section: 55, Block:431, Lots: 73 (Hereinafter  
"Premises"), more fully described on a separate page marked Exhibit "A,"  
together with any right, title, and interest of the Town, if any, of, in, and to the  
land lying in the bed of the street, road or avenue in front of and adjoining the  
Premises to the center line thereof, providing such street, road or avenue in front  
of and adjoining the above described Premises is, at the time of Closing of title,  
dedicated to, and under maintenance by, the town, city, village, or other

municipality in which the Premises are situated, and if, at the time of title, such street, road, or avenue is not thus dedicated and maintained, then the Town shall grant to Developer good and sufficient easement of ingress and egress to and from the nearest public highway.

**ARTICLE I**  
**PURCHASE PRICE**

1. The purchase price is One Hundred Seventy Thousand One Hundred (\$170,100.00) Dollars payable as follows:

A. \$17,010.00 Down Payment to be paid upon signing of this contract, by certified, bank or attorney escrow check payable to John K. Moss, P.C., as attorney, to be held in escrow in accordance with the terms of this contract; and

B. \$152,990.00- To be paid at closing of title to the premises

**ARTICLE 2**  
**ACCEPTABLE FUNDS**

2. All money payable under this Contract, unless otherwise specified, shall be either:

A. Good, unendorsed certified check of Developer, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable directly to the order of Town or Town's designee, and drawn upon a bank which is a member of the New York Clearing House.



inspection may show, and to such additional facts as a title search of the Premises would show if brought to date, provided such additional facts would not prohibit the intended commercial retail use of the Premises, or render title unmarketable. Minor variances of fences or other ancillary structures within record lines shall not be deemed to render title unmarketable, impede on intended development or provided the Developer's title company insures as to boundary lines, provided it does not create an out-of-possession event.

C. Water, gas, drainage, electric, telephone, cable TV and other similar utility consents and easements and other easements, limitations or conditions imposed by the municipal agencies having jurisdiction over the Premises now or hereafter recorded, provided the same do not prohibit the use of the property as contemplated herein, or render title unmarketable.

D. Covenants, utility easements, restrictions or rights of record provided same do not prevent the intended commercial retail use of the premises.

E. Such lawful conditions as may be imposed on the Premises by municipal agencies, departments or authorities provided same do not prohibit the intended commercial retail use of the Premises or render title to the Premises unmarketable.

F. Terms and conditions of Deed Restrictions with a condition of reversion of title which are provided for hereinbelow, in the form annexed hereto as Exhibit "B".

**ARTICLE 4**  
**DUE DILIGENCE**

4. Upon adoption of this Agreement by the Town as set forth herein, the Department will provide to Developer copies of any Phase I and/or Phase II reports which it maintains. Developer will have a period of 90 days from receipt of any such reports or advice that none can be located, to undertake any Phase 1 environmental review of the Premises at its own cost and expense. Town will provide any necessary permission required to undertake such review or testing at the Premises.

Upon completion of Developer's environmental review or testing, Developer shall provide to Department a copy of the results and notify Department in writing of any additional environmental study required and Developer will have an additional 90 days to conduct such study. Upon completion, Developer will provide the Town with a copy of such report and advise of any environmental conditions/contaminants that exist which exceed levels acceptable to the DEC acceptable levels conditions found to be objectionable. Thereafter, Town may elect to take corrective measures to remove such conditions or advise Developer in writing that the contract will be cancelled pursuant to the terms of this Agreement in the event Developer is unwilling to accept the premises in its current environmental condition.

Should Developer fail to provide the above results and/or notify Department of objectionable environmental conditions within the above 90 day due

diligence periods, the Premises will be deemed to be acceptable to Developer.

**ARTICLE 5**  
**SIGNAGE**

5. Upon acceptance by the Town Board of this Contract, Developer will be permitted to place signage at the premises with its contact information for purposes of seeking tenants. It being understood that the type of use at the newly constructed premises are subject to review and approval by the Town.

**ARTICLE 6**  
**TITLE COMPANY APPROVAL**

6. Town shall give and Developer shall accept such title as any good and reputable title company licensed by the State of New York will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this Contract, provided, nevertheless, that fee title is insured to Developer herein, and said title company insures title on the basis of a Bargain and Sale Deed with Covenants Against Grantors Acts, subject to the conditions of reversion provided for below. In the event there is an issue with title preventing closing, at Town's option closing date may be adjourned up to 60 days, or such longer period as the parties or their counsel stipulate in writing, to attempt to clear such title issue.

**ARTICLE 7**  
**LIMITATION OF LIABILITY**

7. Absent willful failure to perform this Contract by the Town, Town's liability for failure to perform its obligations pursuant to the terms of this Contract is

limited wholly to its interest in the Premises which is the subject of this Contract and there shall be no recourse against any other assets of Town, or against Town, unless directed by Court Order or Judgment.

**ARTICLE 8**  
**COMPLIANCE WITH STATE AND MUNICIPAL**  
**DEPARTMENT NOTICES OF VIOLATIONS AND ORDERS**

8. Town will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the Premises at the date of closing. Town shall furnish Developer with any authorizations necessary to make the searches that could disclose these matters.

Town shall not have any obligation to remove or cure any notes or notices of violations or municipal ordinances, orders or requirements noted in or issued by any governmental department as to land, housing, buildings, fire, health and labor conditions arising out of any improvements erected at the Premises by Developer.

**ARTICLE 9**  
**INSTALLMENT ASSESSMENT**

9. If at the time of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract, all the unpaid installments due on or after the Closing shall be apportioned by the

parties as of the Closing date. Town represents as of contract date there are no such assessments other than the base real property tax assessments from which Town is currently exempt. Town represents it has received no Notice of Assessment, nor is it aware of any pending assessments other than current real property tax assessments applicable to the property. The parcel, while assessed, is exempt from payment of real property taxes.

**ARTICLE 10**  
**USE OF PURCHASE PRICE TO PAY ENCUMBRANCES**

10. If there is any other lien or encumbrance affecting the sale which Town is obligated to pay and discharge at Closing, Town may use any portion of the balance of the purchase price to discharge same.

**ARTICLE 11**  
**TOWN'S INABILITY TO CONVEY;**  
**LIMITATION OF LIABILITY; RIGHT TO CANCEL**

11. If Town is unable to transfer title to Developer in accordance with this Contract, Town thereafter may cancel this Contract by delivering written notice to that effect to the Developer and Town's sole liability shall be to refund all money paid on account of this Contract. Notwithstanding the above, Developer may waive any provisions herein and accept such title as Town may convey. Upon such cancellation of Contract and refund of Contract deposit, this Contract shall be considered canceled, and neither Town nor Developer shall have any further rights against or liabilities to the other under this Contract.

**ARTICLE 12**  
**TOWN'S WARRANTIES**

12. Town makes the following warranties:
- A. The Town has marketable title to the subject premises.
  - B. The subject premises are currently exempt from real property taxes on the Nassau County Tax rolls.

**ARTICLE 13**  
**CONDITION OF PROPERTY**

13. The Premises are sold "as is" with no representation of condition. Developer has inspected the Premises and accepts them in their current condition. Risk of loss remains with the Town until closing of title with Developer. Nevertheless, Town will not be obligated to repair any damage occurring as a result of any loss, except as provided within. At the Developer's option, in the event of such loss, this contract may be canceled or Developer may elect to close

**ARTICLE 14**  
**CLOSING DEFINED, FORM OF DEED,**  
**CLOSING INSTRUMENTS TO BE EXCHANGED**

14. "Closing" means the settlement of the obligations of Town and Developer to each other under this contract, including the payment of the purchase price to Town, and the delivery to Developer of a Bargain and Sale Deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the Premises free of all encumbrances except as herein stated. The Deed will contain a covenant by Town as required by Section 13 of the Lien Law. At Closing, the

following documents will be delivered and/or executed, and the following costs shall be paid:

14.1. Seller's Instruments. At the Closing, Town will deliver or cause to be delivered to Developer in addition to the other documents referred to hereinabove, the following items, all documents to be duly executed and acknowledged where required and in recordable form:

- A. Bargain and Sale Deed, in the form annexed hereto as Exhibit "B" along with TP 584 and RP 5217 Transfer Forms duly executed by the Town in recordable form.
- B. A certified copy of the duly adopted authorizing Resolution of the Town Board for the Town of Hempstead;
- C. Capital Gains Transfer Affidavit or Appropriate Statement from the New York State Department of Taxation and Finance if required. Developer agrees to cooperate fully with Town in their procurement of such statement and will deliver such executed form or forms as Town shall reasonably request of Developer within five (5) days of request for same;
- D. Non-Foreign Certification. Town represents that this transaction is not subject to the withholding requirements of Section 1445 of the Internal Revenue Code. If required by Developer's Title Company, Town will provide Developer at Closing with a non-foreign certification in accordance with

regulations promulgated by the Internal Revenue Service with respect to the withholding provisions under Section 1445 of the Internal Revenue Code to the extent applicable to Town, a municipal corporation;

- E. Town shall pay all taxes then due up to the date of conveyance, and satisfy any liens or encumbrances; and
- F. Any other documents reasonably required to close title to the premises.

14.2 Developer's Closing Instruments/Obligations: At closing Developer will:

- A. Countersign the Deed with Restrictions annexed hereto as Exhibit "B", along with any other documents necessary to record same;
- B. Execute and/or provide all other documents required to close title to the premises

14.3 Closing Costs. Developer will pay the following Closing costs: the Developer's attorney's fees, the costs of recording the Deed conveying title to the Premises to Developer and annexed hereto as Exhibit B", the premium expense of the policy of Developer's title fees, and all other expenses ordinarily incurred by a Purchaser at Closing. Developer shall also pay all New York State transfer tax, if Town is exempt from such payment and all other recording fees associated with this transaction, if any



14.4 Delivery of Deed. Anything to the contrary notwithstanding herein contained, it is specifically understood and agreed by the parties hereto that the acceptance and delivery of the Deed of conveyance at the time of the Closing of title hereunder, without specific written agreement which by its terms shall survive such Closing of title shall be deemed to constitute full compliance by the Town with the terms, covenants and conditions of this Contract on its part to be performed and a discharge of Town with respect thereto and a waiver of any and all claims for defective performance and/or non-performance on Town's part except as to those provisions which are herein specifically made to survive the Closing.

It is expressly understood and agreed that Developer shall be bound after closing of title to comply with all the Development requirements of this contract specifically identified as surviving closing and as set forth in the Deed with Restrictions, annexed hereto as Exhibit "B" to be executed by Developer and recorded.

14.5 Time and Place of Closing. Closing for the Premises will take place on or about 90 days from the issuance of all require municipal approvals to construct the structure referred to in the Developer's proposal which is annexed hereto as Exhibit "C" at the offices of the Town's attorney, Developer's lender or any other location agreed upon by the parties. except that such closing shall be adjourned for up to an additional 60 days to accommodate clearance of title by the Town

14.6 Default. The failure of either party to timely comply with any term,

covenant or condition of this Contract on its part to be performed, shall constitute a default hereunder.

**ARTICLE 15**  
**DEVELOPER'S OBLIGATIONS**

15 The Developer shall be obligated to perform the following items at the site:

A. Construction of Proposed Improvements: The parties understand and acknowledge that Developer is to construct certain improvements on the Premises for commercial purposes set forth in Developer's Proposal a copy of which is annexed hereto as Exhibit "C";

B. All project work shall be in compliance with and pursuant to the Town of Hempstead Building Code and/or New York State Building Code whichever requirements are more restrictive.

C. Developer shall comply with all orders of Nassau County Department of Public Works relative to any work to be performed on drains, storm drains, water service and/or removal of existing drains where required.

D. Developer agrees to indemnify and hold harmless, the Town, its officers, agents and employs from any and all liability including, but not limited to costs and reasonable attorney's fees incurred by Town arising from any act, actions or omissions of Developer in its performance by the terms of this Agreement.

**ARTICLE 16**  
**PUBLIC IMPROVEMENTS EXPENSES**

16. Developer shall be solely responsible for all expenses relating to public or public-type improvements which are required for the proposed improvements.

**ARTICLE 17**  
**SITE IMPROVEMENT COSTS**

17. Developer shall be responsible for all site development costs incurred to construct the improvements described in Developer's Proposal which is annexed hereto as Exhibit "C".

**ARTICLE 18**  
**REVERSION TO TOWN**

- 18.1 Developer agrees that after conveyance of title, it shall:
- A. Construct the structure described in Developer's proposal annexed hereto as Exhibit "C", or as approved by the Town;
  - B. Ensure that all project work shall be in compliance with the and pursuant to the Town of Hempstead Building Code or the requirements of any variance from such Code granted to Developer;
  - C. Submit its application for a building permit and the Construction Plans to the Town of Hempstead Building Department, within a reasonable time after the expiration of the

Due Diligence period(s) mentioned in Article 4 hereinabove. Said plans shall be in such form as the Town of Hempstead Building Department may require for the issuance of a building permit(s) thereon. Such plans will substantially comply with the Proposal annexed hereto as Exhibit "C" or other plan approved by the Town;

D. Ensure that the construction of the structure shall be commenced within a reasonable time after the issuance of the building permit and construction shall be completed within Twenty-Four (24) months of the date of the issuance of a building permit, absent exigent circumstances. This term may be extended as agreed upon by the parties. Said structure shall be deemed to be complete upon the issuance of a Certificate of Occupancy by the Town's Building Department.

E. The requirements of this paragraph shall survive closing

18.2 The parties agree that:

A. If the performance of the construction set forth in paragraph 18.1D, above, is prevented, hindered, delayed or otherwise made impracticable by reason of any strike, flood, riot, fire, explosion, war or any other casualty or cause beyond the control of Developer, and which cannot be overcome by reasonable diligence and without unusual expense, Developer

shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, during the continuance of any such happening or event and for so long as such event shall continue to prevent, hinder or delay such performance. Such obligation shall be deemed suspended and extended so long as and to the extent that any such cause shall operate to prevent, hinder or delay the performance;

B. Upon the occurrence of any such event, Developer shall, as soon as reasonably practicable thereafter, notify the Town of the nature and extent of any such force majeure condition referred to in the preceding subparagraph and advise the Town of the nature and extent thereof;

C. The terms of this paragraph shall survive closing of title.

18.3 After construction of the improvements, Developer agrees:

A. The improvements constructed at the site will be used as retail space as described in the proposal annexed hereto as Exhibit "C" or as authorized in writing from the Town of Hempstead or as required by an approved tenant or business. However, the following uses shall not be permitted at the premises: businesses with a primary purpose of selling liquor or intoxicating beverages. Notwithstanding the foregoing there is no prohibition on the sale of liquor or intoxicating beverages in

conjunction with the operation of a restaurant or other use permitted by zoning regulation, check cashing, sale or rental of any pornographic materials, vape shop, smoke shop, automotive repair shop, auto parts shop and such. The restrictions set forth in this paragraph 18.3 A shall be included as restrictions on the Deed, copy of which is annexed hereto as Exhibit "B";

- B. It shall maintain the structures in good condition and in accordance with the specifications and renderings contained in Developer's proposal.
- C. All initial tenants to occupy the structure after construction shall be subject to written approval by the Town of Hempstead;
- D. the provisions of paragraphs 18.3 B and C shall survive closing of title.

**18.4 REVERSION OF TITLE:**

In the event that subsequent to conveyance of the Premises:

(i). Developer shall willfully default in or violate its obligations with respect to paragraphs 18.1 or 18.3; or

(iii). There is, prior to the issuance of a Certificate of Occupancy for the structure constructed, any transfer of title to the Premises or any part thereof, and such violation shall not be cured within thirty (30) days after written demand by the Town

to the Developer, unless otherwise agreed between the Developer and Town. Transfer of title shall include any re-organization of the Developer or addition of any shareholder/owner or officer or Director which renders the current majority shareholders/owners or officers or Directors unable to control operations of the Developer. Then the Town, upon 90-day written notice to Developer, in addition to any other remedy available and at the Town's option, shall have the right to re-enter and take possession of the Premises and to terminate (and re-vest title in the Town) the estate conveyed by the Deed to the Developer, and that the Deed shall contain the restrictions set forth in paragraph 18.3 A which includes a condition subsequent that in the event of any willful default, failure, violation, or other action or inaction by the Developer specified above, a failure on the part of the Developer to remedy, end, or abrogate such default, a failure, violation, or other action or inaction, within the period and in the manner stated above the Town at its option may declare a reversion of title in favor of the Town, and of all the rights and interests in and to the Premises conveyed by the Deed to the Developer, and that such title and all rights and interest of the Developer, and any assigns or successors in interest to and in the

Premises, shall revert to the Town.

Nonetheless, upon compliance by Developer to all the terms contained in Article 18.1 & 18.3 Town shall relinquish all rights to Reversion of Title.

**ARTICLE 19**  
**ESCROW AGENT**

19. It is agreed that the down payment hereunder shall be held in escrow in a non-interest-bearing account in accordance with the provisions below:

19.1 Town and Developer hereby designate John K. Moss, PC as Escrow Agent (Hereinafter Escrow Agent) to receive and hold, subject to the provisions of this Article, the Down Payment delivered herewith by Developer, and Escrow Agent agrees to act as such Escrow Agent subject to the provisions of this Article;

19.2 On the Closing of title to the Premises under this Agreement, Escrow Agent shall release the Down Payment which is being held in escrow to Town or as directed by Town;

19.3 On receipt by Escrow Agent of a statement executed by Developer on or after the Closing date that the title to the Premises has not closed under the terms of this Agreement because of a default by Town under this Agreement or because of Town's inability to convey title to the Premises in accordance with the provisions of this Agreement, Escrow Agent may thereafter, return monies to Developer, if agreed to by Town or deposit such sum with a Court of competent jurisdiction, or maintain the funds in escrow in the event there is a dispute, if agreed to by the parties in writing.



19.4 The Parties agree to equally share in the reimbursement to Escrow Agent of the reasonable costs incurred, including reasonable attorney's fees associated with the deposit in Court described in paragraph 19.3;

19.5 Escrow Agent shall not be liable in connection with its performance as Escrow Agent hereunder except for willful misconduct or gross negligence.

19.6 Escrow Agent shall not be liable for any mistake of fact or error or judgment or of any act or omissions of any kind, unless caused by its willful misconduct or gross negligence. Escrow Agent may rely on any instrument or signature believed by it to be genuine, and may assume that any person purporting to give any writing, notice or instruction is duly authorized to do so by the party on whose behalf such writing, notice of instruction is given.

19.7 Upon release of the escrow sums or delivery to a Court of competent jurisdiction under and pursuant to the provisions of this Article, Escrow Agent shall be relieved of all liability, responsibility or obligation with respect to or arising out of the deposit and any and all of its obligations arising therefrom.

19.8 The parties agree that John K. Moss, PC is only acting as a stakeholder in its role of Escrow Agent and such fact shall not disqualify John K. Moss, PC from representing Town in any dispute among the parties concerning this Agreement.

**ARTICLE 20**  
**SURVIVAL**

20. Except as otherwise provided herein, all representations by both parties contained in this Agreement that specify to survive closing shall survive the Closing of this transaction.

**ARTICLE 21**  
**NON-ASSIGNMENT**

21. The rights of the Developer under this Agreement are not Assignable. Assignment shall be deemed to include, in addition to its normal meaning, any sale or reorganization of the Developer. Developer may not add a partner(s) or shareholders without express written approval of the Town.

**ARTICLE 22**  
**BINDING EFFECT**

22. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto. Further, the parties agree to promptly execute any and all documents and to perform any acts which may reasonably be required to be carried out to the intent and purpose of this Agreement. All dates referred in the within Agreement shall be calculated from the date of receipt of a fully executed contract and Town Board Resolution adopting same by Developer's attorney, or acknowledged receipt by Developer of such fully executed Contract and Town Board Resolution.

**ARTICLE 23**  
**ADDITIONAL DOCUMENTS**

23. Developer agrees to execute any and all proofs, powers of attorney, resolutions, etc., as may reasonably be requested by Town's counsel to ensure the regularity and authority of all signatures required under this Agreement and other ancillary documentation.

**ARTICLE 24**  
**CONTRACT CONTINGENT ON TOWN BOARD APPROVAL**

24. This Contract is subject to and contingent upon a resolution of the Town Board of the Town of Hempstead authorizing the Commissioner of the Town of Hempstead Department of Planning & Economic Development to execute and deliver a Deed to the property more particularly bounded and described in this Contract of Sale. In the event Town is unable to deliver title by virtue of the failure of the Town Board of the Town of Hempstead to authorize the execution of a Deed to said property described in this Contract of Sale, then this Contract shall be deemed null and void, and all monies paid hereunder shall be refunded and the parties shall be released from one another.

**ARTICLE 25**  
**MODIFICATIONS**

25. This contract may not be modified, amended or otherwise changed or canceled except in writing, duly executed by both parties. The contract shall also

apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the Developer, provided, in the case of assigns, Town has previously, in writing, approved the assignment. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract, provided said changes do not materially alter the terms and conditions of this agreement.

**ARTICLE 26**  
**SINGULAR ALSO MEANS PLURAL**

26. Any singular word or term herein shall also be read as in the plural whenever the sense of this Contract requires it.

**ARTICLE 27**  
**NOTICE**

27. All notices, demands or other communications to be served, given or made hereunder shall be deemed served, given, made or delivered only if in writing and served personally on the party to whom directed or sent by Certified or Registered Mail, Return Receipt Requested, postage prepaid, properly addressed to the party to whom intended at the address set forth below or via email to attorneys, or at such other address as either party shall specify by written notice to the other, given in the manner hereinabove provided and deposited in a United States Government Post Office Depository

**For Town:**

JOHN K. MOSS, P.C.  
100 Garden City Plaza

Suite 203  
Garden City, New York 11530  
Attention: John K. Moss, Esq.  
[ikm@johnkmossllaw.com](mailto:ikm@johnkmossllaw.com)  
Phone: 516-280-7426

**For Developer:**

ROBIN S. LAVEMAN, ESQ.  
Laveman Law PC  
1225 Franklin Avenue,  
Suite 325  
Garden City, NY 11530  
[robin@lavemanlaw.com](mailto:robin@lavemanlaw.com)  
Phone: 516-513-1830

Each notice shall be deemed to have been given when received or delivery of certified, registered or courier delivery is refused.

**ARTICLE 28**  
**RECORDING**

28. The Parties hereto are authorized to record this Agreement only when required to enforce compliance with the terms hereof.

**ARTICLE 29**  
**ENTIRE AGREEMENT**

29. All prior understandings and agreements between Town and Developer are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, no party relying upon any statements made by anyone else that are not set forth in this Contract. All exhibits annexed hereto are incorporated by reference and made a part of this Contract. It is the parties' understanding and agreement that the Town shall not be obligated by any terms and conditions found in this agreement unless and until the Town Board for the Town of Hempstead has duly adopted a Resolution authorizing this Contract.

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 September 8, 2020 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 SUNRISE DEVELOPMENT, INC. to rezone from Residence "B" District to Business "X" District in order to facilitate development of an assisted living facility designed to meet the needs of the senior population in the existing community on the property situated in Oceanside, New York

The subject of the application is a 1.837 acre portion, presently zones "Residence B", of the overall 2.840 acre site. The site is set back approx. 96' from Atlantic Ave. and fronts Terrell Ave the site is comprised of two tax parcels with frontage of 95' on Terrell Ave. the property is approx. 552' wide (West to East) and has an approx. maximum depth of 234' (North to South) situated in Oceanside, Town of Hempstead, County of Nassau, State of New York. It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

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

DONALD X. CLAVIN JR.  
SUPERVISOR

KATE MURRAY  
TOWN CLERK

Dated: August 4, 2020  
Hempstead, N.Y.

Case #

27178

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 September 8, 2020 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of 3249 LARSON BLVD, LLC for a permit to include an existing gasoline service station with "GSS" District the petitioner operates the gasoline station and convenience store and they seek to upgrade and improve the current service station in Oceanside New York:

A rectangular piece of property, with the northerly property line located at the southeast corner of Lawson Blvd and Montgomery Ave. & the southerly property line located at the northeast corner of Lawson Blvd. & Moore Ave. with 93.29' of frontage on the south side of Montgomery Ave. 200' of frontage on the easterly side of Lawson Blvd. & 92.10' of frontage on the northerly side of Moore Ave. situated in Oceanside, New York, County of Nassau, State of New York. It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or by written statement or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

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

DONALD X. CLAVIN JR.  
SUPERVISOR

KATE MURRAY  
TOWN CLERK

Dated: August 4, 2020  
Hempstead, N.Y.

Case # 16210

CASE NO. 311

RESOLUTION NO.

RESOLUTION RE: ACCEPTING STEFAN OBERMAN, AS AN  
ACTIVE MEMBER IN THE EMPIRE HOSE COMPANY NO. 3,  
INC., MERRICK, NEW YORK.

ADOPTED:

Offered the following resolution and  
moved its adoption:

RESOLVED, that the action, of EMPIRE HOSE COMPANY NO.  
3, INC., Merrick, New York in accepting STEFAN OBERMAN  
residing, at 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 # 1

Case # 311



CASE NO. 311

RESOLUTION NO.

RESOLUTION RE: REMOVING QUENTIN NICHOLAS SEIP  
FROM COMPANY ROLLS IN THE EMPIRE HOSE COMPANY  
NO.3, INC., MERRICK, NEW YORK.

ADOPTED:

Adoption: offered the following resolution and moved its

RESOLVED, that the action of EMPIRE HOSE COMPANY  
NO. 3, INC., Merrick, New York in Removing QUENTIN NICHOLAS  
SEIP, residing at 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 #

2

Case #

311

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION RENEWING THE 2019 ROADWAY RESURFACING  
CONTRACT PART A, TOWN OF HEMPSTEAD, NEW YORK, PW# 19-19**

WHEREAS, the Town Board on August 6, 2019 adopted Resolution No. 921-2019 awarding Metro Paving LLC, the 2019 Roadway Resurfacing Contract, Part A, PW# 19-19, Town of Hempstead, Nassau County, New York, in the amount of \$2,748,600.00; and

WHEREAS, the contract contains the provision to renew the contract for an additional year under the same terms of the original contract; and

WHEREAS, the Commissioner of Engineering deems it to be in the best interest of the public and recommends renewing the referenced contract for an additional year under the same terms of the original contract;

WHEREAS, the contract is unit price based with estimated unit quantities; and

WHEREAS, the adopted 2019 Highway Capital Construction Program has Mill and Overlay Roadway Projects budgeted totaling \$16,177,000.00 for A Part B contracts; and

WHEREAS, the total for this contract does not exceed \$5,000,000.00

NOW THEREFORE, BE IT

RESOLVED, that the Contract the 2019 Roadway Resurfacing Contract, Part A, PW# 19-19, Town of Hempstead, be renewed for an additional year at the current contract unit prices, renewed contract to be known as PW# 19-19R; and BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to renew, on behalf of the Town of Hempstead the agreement with Metro Paving, LLC, and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in the amount of \$2,748,600.00 with payments to be made from the Town Highway Capital Improvement Funds, Account No.: 9578-503-9578-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3  
Case # 3191

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION RENEWING THE 2019 ROADWAY RESURFACING  
CONTRACT PART B, TOWN OF HEMPSTEAD, NEW YORK, PW# 20-19**

WHEREAS, the Town Board on August 6, 2019 adopted Resolution No. 922-2019 awarding H&L Contracting, the 2019 Roadway Resurfacing Contract, Part B, PW# 20-19, Town of Hempstead, Nassau County, New York, in the amount of \$2,395,669.00; and

WHEREAS, the contract contains the provision to renew the contract for an additional year under the same terms of the original contract; and

WHEREAS, the Commissioner of Engineering deems it to be in the best interest of the public and recommends renewing the referenced contract for an additional year under the same terms of the original contract;

WHEREAS, the contract is unit price based with estimated unit quantities; and

WHEREAS, the adopted 2019 Highway Capital Construction Program has Mill and Overlay Roadway Projects budgeted totaling \$16,177,000.00 for A Part B contracts; and

WHEREAS, the total for this contract does not exceed \$5,000,000.00

NOW THEREFORE, BE IT

RESOLVED, that the Contract the 2019 Roadway Resurfacing Contract, Part B, PW# 20-19, Town of Hempstead, be renewed for an additional year at the current contract unit prices, renewed contract to be known as PW# 20-19R; and BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to renew, on behalf of the Town of Hempstead the agreement with H&L Contracting, and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in the amount of \$2,395,669.00 with payments to be made from the Town Highway Capital Improvement Funds, Account No.: 9578-503-9578-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4

Case # 3191

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING A TRANSFER OF FUNDS FROM THE  
DEPARTMENT OF CONSERVATION AND WATERWAYS TO THE  
DEPARTMENT OF PARKS AND RECREATION

WHEREAS, on or about April of 2020, a 2009 Ford Escape, VIN Number:  
1FMCU02799KC7964 was transferred from the Department of Parks & Recreation to the  
Department of Conservation and Waterways; and

WHEREAS, the Department of Parks and Recreation is now requesting a transfer of  
funds in the amount of \$5,693.00 (representing Kelly Blue Book Fair Market Value of the  
subject vehicle) to the following Department of Parks and Recreation Revenue Account 400-  
007-71100-2770- Miscellaneous Revenue Account.

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller be and hereby is authorized to transfer the sum of  
\$5,693.00 from the Conservation and Waterways Motor Vehicles Account 010-0006-87300-  
2500 to Department of Parks and Recreation Account 400-007-71100-2770- Miscellaneous  
Revenue Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 5  
Case # 9994 + 6305

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A TRANSFER OF FUNDS FROM THE TOWN ATTORNEY'S OFFICE TO THE DEPARTMENT OF PARKS AND RECREATION**

WHEREAS, on or about April of 2020, a 2012 Jeep Liberty Sport 4X4, VIN Number: 1C4PJMAK5CW186204 was transferred from the Department of Parks & Recreation to the Town Attorney's office; and

WHEREAS, the Department of Parks and Recreation is now requesting a transfer of funds in the amount of \$12,661.00 (representing Kelly Blue Book Fair Market Value of the subject vehicle) to the following Department of Parks and Recreation Revenue Account 400-007-71100-2770- Miscellaneous Revenue Account.

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller be and hereby is authorized to transfer the sum of \$12,661.00 from the General Fund's Undistributed Other Expense Account 010-0012-90000-4790 to Department of Parks and Recreation Account 400-007-71100-2770- Miscellaneous Revenue Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

5 2738 + 6305

CASE NO.

RESOLUTION NO:

Adopted:

offered the following resolution and moved its adoption as follows

RESOLUTION DECLARING CERTAIN VEHICLES AND  
EQUIPMENT OBSOLETE IN THE DEPARTMENT OF  
PARKS AND RECREATION AND AUTHORIZING DISPOSAL  
THEREOF

WHEREAS the Commissioner of the Department of Parks and Recreation advised this Town Board that certain vehicles and equipment in the Department of Parks and Recreation should be declared obsolete and be disposed of, as such vehicles and equipment are no longer economically serviceable for their original purpose; and

WHEREAS, the Commissioner of the Department of Parks and Recreation further advises this Town Board that said Vehicles and Equipment may have value, either as equipment to be used for other purposes, or as salvage, and he has indicated that the vehicles and equipment described below has been so judged:

<u>Veh #</u>	<u>Year &amp; Make</u>	<u>Plate #</u>	<u>VIN #</u>
PR-61	2001 Chevy Blazer	AC 1745	1GNDDT13W71K241775
PR-528	1988 Step Van Box Truck	AB4870	1GCJP32J1J3336490
PR-193	1997 GMC Pick Up	AB9101	1GTCS14X7VK504013
PR-129	1997 GMC Pick Up Crew Cab	AD5075	1GTHC33RXVF024462
PR-136	2003 Pick Up	AD1522	1GCHK24U93Z180455
PR-196	1997 GMC Pick Up	AB9102	1GTCS14X8VK504019
PR-134	2006 Chevy Pick Up	AB9119	3GCEC14V86G192765
PR-632	1990 Chevy Pick Up	AB9105	1GBJC34J5LE224960
PR-238	2003 GMC Dump Truck	AB3496	1GDE5E11X3F508615
PR-58	2001 Chevy Blazer	AC1742	1GNDDT13WX1K241897
PR-230	2003 Freightliner Dump Truck	AD4852	1FVABXAK13HK35802
PR-231	2003 Freightliner Dump Truck	AD4850	1FVABXAKX3HK35801
PR-237	2003 GMC Dump Truck	AF1669	1GDE5E1143F508576
PR-608	1984 Puckett Grader 510 C	AC3547	PBG84138677359Y
PR-180	2004 Pick Up Truck Crew Cab	AB4874	1GCHC23UX4F115924
PR-622	2005 Ford Boom Truck	AE9941	1FTSE34L45HA79715
PR-170	2002 GMC Pick Up	AB4868	1GTHC24U12E195275
PR334	2010 MASSEY TRACTOR	AD4817	JVE43908
PR-224	Spreader	N/A	N/A
PR-214	Spreader	N/A	N/A
PR-334	Tractor	N/A	N/A
PR-25	Golf Cart	N/A	N/A
PR-229	Spreader	N/A	N/A
PR-214	Spreader	N/A	N/A
ZLT-001	Light Tower	N/A	N/A
ZLT-002	Light Tower	N/A	N/A
ZLT-003	Light Tower	N/A	N/A
ZLT-005	Light Tower	N/A	N/A
ZTE-093	Hustler	N/A	N/A
ZKE-045	Smithco	N/A	N/A
#24	Spreader	N/A	N/A
L-82	Garbage Truck	N/A	N/A
	1 Bathroom Trailer	N/A	N/A
	5 Campers	N/A	N/A

and

WHEREAS, this Town Board deems it to be in the public interest that said vehicles and equipment should be appropriately disposed of

NOW, THEREFORE,

Item #

7

Case #

18081

BE IT RESOLVED, that the above listed vehicles and equipment be declared obsolete in their primary function; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Purchasing be and he hereby is authorized to advertise for bids for the sale and disposal of said vehicles and equipment; and

BE IT FURTHER RESOLVED, that the Town Comptroller be and is hereby authorized to deposit any proceeds derived from such sale and disposal in the proper Town fund.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING A RATE INCREASE AT  
NEWBRIDGE ROAD PARK ICE RINK

WHEREAS, pursuant to that certain Public Ice Rink Operation License Agreement dated April 1, 2015, National Rink Management ("NRM") currently manages and operates the Town's public ice rink located in Newbridge Road Park ("Ice Rink"); and

WHEREAS, by letter dated July 20, 2020 addressed to the Commissioner of the Department of Parks and Recreation ("Commissioner"), NRM requested certain rate increases effective September 1, 2020 in light of Ice Rink related increased business operation costs including an increase in the New York State minimum wage over the past three years as well as increased operating costs stemming from the COVID-19 Public Health Emergency; and

WHEREAS, the specific rate increases requested by NRM for the Ice Rink are as follows:

<u>CHARTER ICE (Prime Time)</u>	<u>2019</u>	<u>2020</u>
Prime	(Current)	(Proposed)
Per One Hour	\$425.00	\$450.00
 <u>(Non-Prime)</u>		
Per Hour and One Half	\$425.00	\$450.00
 <u>PUBLIC SESSION FEES</u>		
T.O.H. Resident	\$7.00	\$ 8.00
NON-Resident	\$9.00	\$10.00
Senior, Vol. Fire, Ambulance, Police	\$5.00	\$ 6.00
Under 5 yrs of age M-F before 6PM (with paid adult admission)	FREE	FREE
Skate Rental	\$4.00	\$ 5.00

and

WHEREAS, the Commissioner has compared NRM's proposed public session rate increases for the Ice Rink to those charged at a competitor's rink located in Nassau County's Eisenhower Park and determined that the proposed new public session rates would remain lower than those currently charged at the Eisenhower Park ice rink facility and, therefore, believes such rate increases to be fair and reasonable; and accordingly recommends to this Town Board that said rate increases be approved; and

WHEREAS, this Town Board finds that NRM's proposed rate increases for the Ice Rink are fair and reasonable and appropriate for the continuing sound operation of the Ice Rink.

NOW, THEREFORE, BE IT

RESOLVED, that effective as of September 1, 2020, the new rates for Newbridge Road Park Ice Rink shall be as reflected in the chart set forth immediately above.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 8

Case # 28598



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

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

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

**WHEREAS**, the Department of Information and Technology (the "Department") on behalf of the Town, solicited bids for the maintenance of Cisco Smartnet for the period commencing August 31, 2020 and ending September 30, 2021 (the "Services"); and

**WHEREAS**, the following bids were received and opened in the Department of Purchasing on August 13, 2020:

Telephone Consulting Services of LI Inc. DBA TCS Marine Services CO 2933 Judith Drive Bellmore, NY 11710	\$13,616.00
NPA Computers, Inc. 751 Coates Avenue, Suite 4 Holbrook, NY, 11741	\$29,069.38
Independence Computer Corp. 1 Huntington Quadrangle, Suite 3504 Melville, NY 11747	\$30,544.63
Guidon Technology Solutions 3136 Airway Avenue Costa Mesa, CA 92626	\$39,627.50
Future Tech Enterprise, Inc. 101-8 Colin Drive Holbrook, NY 11710	\$68,434.00
Black Hawk Data, LLLC. 14 Penn Plaza 225 W. 34 <sup>th</sup> Street, 9 <sup>th</sup> Fl New York, NY 101222	\$80,643.29
ExterNetworks, Inc. 10 Corporate Place South, Suite 1-05 Piscataway, NJ 08854	\$99,356.00
CDW Government, LLC. 230 N. Milwaukee Avenue Vernon Hills, IL 60061	\$108,799.14
Glitra, Inc. 7644 268 <sup>th</sup> Street New Hyde Park, NY 11040	\$487,000.00

Item #

9

Case #

14301

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

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board authorizes the Agreement with Future Tech Enterprise Inc., 101-8 Colin Drive Holbrook, NY 11741, commencing August 31, 2020 and ending September 30, 2021, as the responsible bidder with a bid price not to exceed \$68,434.00; and be it further

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

**RESOLVED**, that the Comptroller is authorized and directed to make payment from the Department of Information and Technology account 010-0001-16800-4030 in an amount not to exceed \$68,434.00.

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 AMENDING RESOLUTION 1164-2019 AND  
AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH IRON  
MOUNTAIN, INC. FOR THE OFFSITE STORAGE OF BACKUP MEDIA.**

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

**WHEREAS**, the Maintenance Agreement will expire on September 30, 2020

**WHEREAS**, Resolution 1164-2019 directed the Commissioner of Information and Technology the ("Commissioner") to review the Towns procurement options with respect to this contract and present his findings to the Town Board; and

**WHEREAS**, Resolution 1164-2019 directed the Commissioner of Information and Technology to "issue a request for proposals prior to the expiration of the Services"; and

**WHEREAS** the Commissioner of Information and Technology deems it is in the best interest of the residents to maintain data storage under this agreement due to the nature, safety and security of said data; and

**WHEREAS**, after such review the Commissioner has recommended that it is in the best interest of the Town to renew of the Maintenance Agreement with Iron Mountain, Inc. for a two year period commencing on October 1, 2020 with an expiration date of September 30, 2022; and

**WHEREAS**, this Board wishes to renew the Maintenance Agreement for a period of two years as recommended by the Commissioner.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board authorizes the Commissioner to execute the renewal of the Maintenance Agreement, and/or such other documents as may be required, with Iron Mountain, Inc., 1 Federal Street, Boston, MA 02110 to provide the Services through September 30, 2022; and be it further

Item #

10

Case #

14301

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

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION AMENDING RESOLUTION NO. 1263-2017,  
WHICH AUTHORIZED THE TOWN ATTORNEY TO EXECUTE  
A SERVICE AGREEMENT WITH RTP ENVIRONMENTAL  
ASSOCIATES, INC. TO PROVIDE ASSISTANCE WITH  
CERTAIN POTENTIAL AIR QUALITY, NOISE AND  
VIBRATION MATTERS IN THE TOWN OF HEMPSTEAD,  
PREVIOUSLY AMENDED BY RESOLUTION NO. 641-2018

WHEREAS, there is a need to address problems caused by  
certain industrial uses creating adverse conditions relating  
to air quality, noise and vibration in the Town of  
Hempstead; and

WHEREAS, Resolution No. 1263-2017 dated September 5,  
2017 authorized an agreement between RTP Environmental  
Associates, Inc. and the Town of Hempstead for an amount not  
to exceed \$5,000.00 for addressing the aforesaid problems,  
and Resolution No. 641-2018 dated May 8, 2018 amended the  
said resolution insofar as to increase the authorized amount  
to \$20,000.; and

WHEREAS, due to the complex nature of said work it is  
necessary to raise the amount from \$20,000.00 to \$40,000.00;  
and

WHEREAS, it is in the public interest for the Town to  
increase the amount as aforesaid, with all other provisions  
of the agreement to remain in full force and effect:

NOW, THEREFORE, BE IT

RESOLVED, that resolution no. 1263-2017 is hereby  
authorized to be amended on behalf of the Town of Hempstead  
insofar as to increase the maximum amount of payment under  
the agreement with RTP Environmental Associates to a sum not  
to exceed \$40,000.00, with all other aspects of the  
agreement to remain unchanged; and be it further

RESOLVED, that the funds be paid out of the appropriate  
account as determined by the Town Comptroller.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item # 11

Case # 27490

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO. 14-2020 ACCEPTING BID AND AWARDING CONTRACT FOR MAINTENANCE AND REPAIR OF HEATING & AIR CONDITIONING UNITS, BOILERS, HEATERS AND FURNACES IN THE DEPARTMENT OF WATER (CONTRACT 102-2019).

WHEREAS, at its January 21, 2020 meeting, the Town Board of the Town of Hempstead adopted Resolution No. 14-2020 accepting the bid and awarding a contract for maintenance and repair of heating & air conditioning units, boilers, heaters and furnaces in the Department of Water (Contract 102-2019) to Etna Prestige Technology, Inc; and

WHEREAS, in a letter to the Town of Hempstead Department of Purchasing dated June 22, 2020 Etna Prestige Technology, Inc. informed the Town that as a result of a retirement, Etna Prestige Technology, Inc. has assigned and transferred all contracts to Bull-Tech Services, LLC; and

WHEREAS, in a letter to the Town of Hempstead dated August 14, 2020, Bull-Tech Services, LLC states that it will honor all conditions and prices of the contract originally awarded to Etna Prestige Technology, Inc for the term of the contract; and

WHEREAS the Commissioner of the Department of Water has determined that Bull-Tech Services, LLC, 45 Clinton Avenue, Valley Stream, New York 11580 has the experience and skills to perform the work of the contract and that it is in the best interests of the Town to transfer the contract to Bull-Tech Services, LLC in order to provide uninterrupted servicing of the HVAC systems of the Department of Water.

NOW, THEREFORE BE IT

RESOLVED, Resolution No. 14-2020 accepting bid and awarding contract for maintenance and repair of heating & air conditioning units, boilers, heaters and furnaces in the Department of Water (Contract 102-2019) is hereby amended to reflect the assignment and transfer of said contract to Bull-Tech Services, LLC, 45 Clinton Avenue, Valley Stream, New York 11580; and

BE IT FURTHER RESOLVED that the Supervisor of the Town of Hempstead is hereby authorized to make payments from the Department of Water Building Maintenance Account 500-006-8310-4090 to Bull-Tech Services LLC for services performed under contract 102-2019.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

12

Case #

8397

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION ACCEPTING A SEALED LETTER BID FOR YEARLY REQUIREMENTS FOR SERVICE & PREVENTIVE MAINTENANCE FOR YORK ABSORPTION WORKS CHILLER AND ALL RELATED EQUIPMENT LOCATED AT TOWN OF HEMPSTEAD TOWN HALL, HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Commissioner of the Department of General Services deemed it necessary and desirable to advertise for sealed letter bids for the Yearly Requirements for Service and Preventive Maintenance for York Absorption Works Chiller and all Related Equipment located at Town of Hempstead Town Hall, Hempstead, Nassau County, New York; and

WHEREAS, three (3) sealed letter bids were received by the Department of General Services for examination and report:

**Power Cooling Inc.**  
**43-43 Vernon Blvd.**  
**Long Island City, New York 11101**

**PARTS:**

Manufacture's List Price (MLP) less 20%

**WARRANTY PERIOD:**

On service or repair parts/labor - 365 days

**ANNUAL CONTRACTOR SERVICES, MAINTENANCE, AND REPAIR LABOR RATES**

Year 1 \$ 11,500.00  
Year 2 \$ 12,100.00  
Year 3 \$ 12,700.00

**CONTRACTOR SERVICES FOR EMERGENCY SERVICES, NIGHTS, WEEKENDS, AND HOLIDAYS (LUMP)**

YEAR 1 \$240.00 PER HOUR  
YEAR 2 \$250.00 PER HOUR  
YEAR 3 \$260.00 PER HOUR

**Lithium Bromide Testing**

YEAR 1 \$1,200.00  
YEAR 2 \$1,300.00  
YEAR 3 \$1,400.00

Item #

13

Case #

8397

Eddy Current Testing  
YEAR 1 \$ 7,500.00  
YEAR 2 \$ 7,700.00  
YEAR 3 \$ 8,100.00

**Johnson Controls, Inc.**  
**6A Aerial Way**  
**Syosset, New York 11791**

**PARTS:**  
Manufacture's List Price (MLP) less 10%

**WARRANTY PERIOD:**

On service or repair parts/labor - 365 days

**ANNUAL CONTRACTOR SERVICES, MAINTENANCE, AND REPAIR  
LABOR RATES**

Year 1 \$19,995.00  
Year 2 \$19,995.00  
Year 3 \$19,995.00

**CONTRACTOR SERVICES FOR EMERGENCY SERVICES, NIGHTS,  
WEEKENDS, AND HOLIDAYS (LUMP)**

YEAR 1 \$292.50 PER HOUR  
YEAR 2 \$292.50 PER HOUR  
YEAR 3 \$292.50 PER HOUR

Lithium Bromide Testing  
YEAR 1 \$275.00 PER HOUR  
YEAR 2 \$275.00 PER HOUR  
YEAR 3 \$275.00 PER HOUR

Eddy Current Testing  
YEAR 1 \$ 1,526.00  
YEAR 2 \$ 1,526.00  
YEAR 3 \$2,706.00 (Evaporator section to be tested)



**Commercial Instrumentation Services  
681 Grand Blvd. Suite 7  
Deer Park, New York 11729**

**PARTS:**

Manufacture's List Price (MLP) less 3%

**WARRANTY PERIOD:**

On service or repair parts/labor - 365 days

**ANNUAL CONTRACTOR SERVICES, MAINTENANCE, AND REPAIR  
LABOR RATES**

Year 1 \$ 95,000.00  
Year 2 \$ 105,000.00  
Year 3 \$125,000.00

**CONTRACTOR SERVICES FOR EMERGENCY SERVICES, NIGHTS,  
WEEKENDS, AND HOLIDAYS (LUMP)**

YEAR 1 \$200.00 PER HOUR  
YEAR 2 \$225.00 PER HOUR  
YEAR 3 \$250.00 PER HOUR

Lithium Bromide Testing

YEAR 1 \$7,500.00  
YEAR 2 \$8,000.00  
YEAR 3 \$8,500.00

Eddy Current Testing

YEAR 1 \$12,000.00  
YEAR 2 \$12,500.00  
YEAR 3 \$12,750.00

WHEREAS, based on the findings of the above the Commissioner of the Department of General Services has determined that the sealed letter bid submitted by Power Cooling, Inc., is in the best interest of the Town and should be accepted as such; and

NOW, THEREFORE, BE IT

RESOLVED, that the sealed letter bid submitted by Power Cooling, Inc., 43-43 Vernon Blvd., Long Island City, New York 11101 upon award of contract for period of one year with the option to renew for two additional one year periods for Yearly Requirements for Service and Preventive Maintenance for York Absorption Works Chiller and all Related Equipment located at Town of Hempstead Town Hall, Hempstead, Nassau County, New York, be accepted subject to the execution of a contract by it; and

BE IT FURTHER RESOLVED, that upon the execution of the contract by the successful bidder, and submission of the required performance bond and insurance, and approval thereof by the Town Attorney, the Comptroller is hereby authorized and directed to execute said contract on behalf of the Town of Hempstead; and

BE IT FURTHER

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

BE IT FURTHER

RESOLVED, that the Comptroller is authorized and directed to make payments under the contract executed to Power Cooling, Inc., 43-43 Vernon Blvd., Long Island City, New York 11101 from the Department of General Services Account No. 010-0001-1490-4090, Buildings and Grounds Maintenance.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION AUTHORIZING THE COMMISSIONER OF GENERAL SERVICES TO ACCEPT A CONTRACT WITH SAFETY-KLEEN SYSTEMS, INC. TO PROVIDE WASTE REMOVAL/RECYCLING AND SERVICING OF A MDL 14 PARTS WASHER IN USE BY THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION MAIL/SERVICES DIVISION, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK**

WHEREAS, Safety-Kleen Systems, Inc., 42 Longwater Drive / PO Box 9149, Norwell, MA 02061-9149 submitted a proposal to provide waste removal/recycling and servicing of a Model 14 Parts Washer, in use by the Department of General Services, Reproduction Mail/Services Division, Town of Hempstead, Nassau County, New York (the "Services"), as follows:

Services	Service	Frequency In weeks	Yearly Services	Yearly Services
Model 14 PARTS WASHER W/ PRM SOLVENT FEE	\$166.00	12	4	\$664.00
<b>TOTAL</b>	<b>\$166.00</b>			<b>\$664.00</b>

; and

WHEREAS, the total annual fee for the Services is \$664.00 (Six Hundred Sixty Four Dollars and Zero Cents) to be paid quarterly in four (4) equal payments of \$166.00 (One Hundred Sixty Six Dollars and Zero Cents); and

WHEREAS, the proposal for the Services will be in effect from January 1, 2020 through December 31, 2020; and

WHEREAS, this Town Board, after due deliberation, deems that the proposal for the Services submitted by Safety-Kleen Systems, Inc., a sole service provider, is reasonable and in the best interest of the public.

NOW, THEREFORE, BE IT

RESOLVED, that a contract with Safety-Kleen Systems, Inc., 42 Longwater Drive / PO Box 9149, Norwell, MA 02061-9149 to provide the Services is authorized in an amount not to exceed \$664.00 (Six Hundred Sixty Four Dollars and Zero Cents) for a one year term commencing January 1, 2020 through December 31, 2020; and be it further

RESOLVED, that the Commissioner of General Services is hereby authorized to execute the contract documents, if any; and be it further

RESOLVED, that the Comptroller be and hereby is authorized and directed to pay the cost of the Services in accordance with the contract in an amount not to exceed \$664.00 (Six Hundred Sixty Four Dollars and Zero Cents) for the one year term, with payments 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:

Item #

14

Case #

17437

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 2020

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 2020.

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 2020 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 \$2,600.00 for services rendered and BE IT FURTHER

RESOLVED, that said fee shall be paid from the General Fund "Fees and Services", account number 010-012-1430-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15  
Case # 29840

CASE NO:

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DIRECTOR OF HUMAN RESOURCES TO EXECUTE AN AGREEMENT WITH LABOR EDUCATION AND COMMUNITY SERVICES AGENCY, INC.

WHEREAS, the Town currently provides an Employee Assistance Program for its employees; and

WHEREAS, it is desired that this Employee Assistance Program be supplemented to provide greater assistance to Town of Hempstead employees; and

WHEREAS, Labor Education and Community Services Agency, Inc. has submitted a proposed contract to the Town of Hempstead Department of Human Resources outlining certain services to be provided to Town of Hempstead employees; and

WHEREAS, it is the recommendation of the Department of Human Resources and it is in the best interest of the Town that this agreement be accepted;

NOW, THEREFORE, BE IT

RESOLVED, that the Director of Human Resources is hereby authorized to execute the agreement with Labor Education and Community Services Agency, Inc. 390 Rebro Drive, Hauppauge, New York to provide an Employee Assistance Program for the period of (1) one year from July 1, 2020 through June 30, 2021, and that payment for such program be made to Labor Education and Community Services Agency, Inc. in the amount of \$52,000.00 to be paid in (2) two installments of \$26,000.00 from undistributed General Fund, Fees and Services Account No. 010-012-1430-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

Case #

27868

**LABOR EDUCATION & COMMUNITY SERVICE AGENCY, INC.  
EMPLOYEE ASSISTANCE PROGRAM  
390 Rabro Drive  
Hauppauge, New York 11788  
(631) 851-1295  
(631) 851-1299**

**SERVICE AGREEMENT  
BETWEEN:**

**LECSA**

**EMPLOYEE ASSISTANCE PROGRAM**

**AND**

**Town of Hempstead**

**July 1, 2020 – June 30, 2021**

## INTRODUCTION

The Labor Education & Community Services Agency, Inc. (LECSA) proposes to conduct an Employee Assistance Program for the **Town of Hempstead**. The staff at LECSA-EAP regards each employee who calls and/or walks through our doors as an individual, to be treated with respect and dignity.

### LECSA provides...

- Assessment and short-term counseling for employees and management as well as referrals to outside providers.
- Training for management on how to make referrals to the EAP program. This involves training in how to speak with employees to facilitate a productive exchange and prevent counterproductive behavior.

## LECSA'S OBLIGATION TO YOU

We will implement this contract on **July 1, 2020**. In the event that this contract is ever not renewed by the **Town of Hempstead** we will stand by you for 30 days to make sure your employees' treatment is never undermined.

We are not affiliated with any hospitals, insurance companies or treatment centers. This gives us the ability to manage our program independently. We will be available to the employees as well as their family members.

## DELIVERY OF SERVICE

At LECSA, a counselor takes on many roles:

- Providing evaluation, assessment and short term counseling to employees and their family members.
- Linking individuals with existing resources such as therapists, alcohol/other drug treatment programs, self-help groups, financial counseling agencies, and legal services.
- Providing referrals to Social Service agencies for those employees in immediate need.
- Providing guidance regarding how to approach an individual about his/her substance use and getting the individual into the proper treatment program.
- Education about appropriate behaviors to prevent problems from developing in the work environment.

Our counselors are available, if needed, 24 hours a day, seven days a week. Any time a call is not answered by our staff (after hours or on weekends) our live answering service will answer the call. In an emergency, the service is able to get in touch with one of our counselors who will return the call as soon as possible.

We provide a monthly mental health topic article which is sent to a contact person for distribution to the employees and to be posted conspicuously where employees can read it. The newsletter covers a variety of subjects and members are encouraged to call our office if they would like more information on the monthly subject matter.

### HOW TO GET HELP:

**Call our office directly.** Calling the EAP is a positive first step. Your courage and commitment will pay dividends in time. We can explore your options and decide how the EAP can help with issues in your personal life as well as on the job. Family members are also covered by the LECSA-EAP contract.



Whether an employee's needs can be met with just a few sessions or they will require long term treatment will be determined soon after the first call is placed. If an employee would like to come to our office, an appointment will be scheduled as soon as schedules permit. If it is determined at that time that resolution to the problem is possible in 2-3 sessions, the employee will continue to come to our offices. At times a direct referral to an outside provider may be preferable or clinically indicated. This is a decision that is made jointly by our trained staff and the employee.

Our clinicians are licensed social workers with specialty certifications in DOT, SAP requirements, experiential therapy, addictions, and employee assistance.

We will refer only to providers with whom we have established relationships and who participate in the employee's insurance plan. LECSA-EAP only works with providers who are licensed by the State of New York and will be chosen from our list of private practitioners, local mental health clinics, other licensed treatment programs as well as support groups. Before we refer an employee to any practitioner, LECSA has obtained the practitioner's credentials, specialties, training background and malpractice insurance verification. We determine their certifications/specialties, hours of operation and what insurances they accept. We closely monitor this list, edit it often and continually add new providers to it.

## **MANDATED/ADMINISTRATIVE REFERRALS**

If an employee is referred to LECSA-EAP as the result of a positive drug test special productive confrontational approaches are needed. In such cases our clinicians will make full use of their knowledge in the dynamics of substance use. In addition, we have qualified substance abuse professionals (SAP) on staff, as required by the D.O.T.

We also handle other kinds of administrative referrals due to problematic behavior in the workplace, excessive use of sick time, etc.

For DWI cases our assessment specialists are authorized by the NY State Office of Alcoholism and Substance Abuse Services (OASAS) to perform DMV evaluations and referrals.

### **CONFIDENTIALITY**

Your employees are guaranteed to receive confidential services. Our licensed clinical staff members strictly adhere to the Health Information Portability Privacy Act (HIPPA) guidelines, and Federal Confidentiality laws (CFR-42) We act in accordance with town and government regulations to ensure that the privacy of each individual is respected. In order for LECSA to release any confidential information about one of our clients the identified individual must sign consent to release information form which authorizes us to share only the designated specific information with third parties. In cases of extreme emergency (suicidal, homicidal intent) and whenever child abuse is disclosed a signed consent is not required to notify the appropriate authorities.

### **CRISIS OR CATASTROPHE**

We have a track record in working in the aftermath of a crisis. When traumatic events occur we are there with the appropriate support necessary to help employees cope with catastrophic events. We can work with both individuals and entire work units to help resolve anger, fear, blame, shame and guilt. We understand what psychological responses to expect.

### **OUTREACH TO EMPLOYEES**

We will provide orientation for all employees to inform them about their EAP program benefits. We also recommend regular meetings with the Organization Coordinating Committee to assure that your program is running effectively. We will assist the Coordinating Committee with preparation of

written policies/procedures and the development of community resources.

## **REPORTS**

We will provide yearly statistical reports with complete confidentiality (i.e., no employee is identified). If requested, we will provide quarterly statistical reporting.

## **SECURITY**

LECSA will ensure that our personnel comply with all appropriate operational and lawful requirements.

All our employees shall possess for the term of this agreement the necessary qualifications, permits and licenses in order to perform the services required including malpractice and liability insurance.

**Please note: any combination of 5 of the following workshops are available under this contract.**

- **Employee Orientation**
- **Stress Management**
- **Anger Management**
- **Supervisory Training**
- **Sexual Harassment**

### **Summary of LECSA-EAP Services**

**Assessment / Evaluation**  
DOT, SAP Cases, DWI Cases

**Short-Term Treatment**

**Referrals for Long-Term Treatment**

**Chemical Dependency Intervention**

**Case Management Services**

**Social Service Information**

**Supervisory Help**

**Monthly Mental Health Topic Articles**

**Crisis Intervention**

**Orientations**

**Coordinating Committee Assistance**

**Workshops**

**Statistical Reports**

### **COST OF CONTRACT**

The contract will be in effect for twelve months and the cost for all services for all employees, full-time, part-time, and seasonal will be \$52000.00.

Payments shall be made in two installments of \$ 26,000.00.

The annual fee covers all clinical services, referrals, management consultation, DOT mandated activities, training, workshops, and record keeping, out-reach materials and advice.

**INDEMNITY CLAUSE**


Lecsa shall defend, indemnify the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of its performance pursuant to the terms of this agreement provided, however, that any liability arising out of or in connection with this agreement was not caused by or resulting from the negligence of the Town.

LECSA shall take and assume all responsibility for its actions taken pursuant to this Agreement and take all reasonable precautions for the prevention of injuries to persons and property; LECSA shall bear all losses and LECSA and its surety or insurance company shall assume the defense of and indemnify and save harmless the Town and its officers, employees and agents, from any and all claims for injuries or damages to any person, corporation or property, caused by, or in any way arising out of the performance by LECSA, it's agents, servants or employees.

\_\_\_\_\_  
William F. Sammon Jr.  
Director of Human Resources

\_\_\_\_\_  
Date

**LABOR EDUCATION & COMMUNITY SERVICES AGENCY, INC.**

  
\_\_\_\_\_  
Roger Clayman,  
Executive Director

07/01/2020

\_\_\_\_\_  
Date

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption as follows:

**RESOLUTION AMENDING RESOLUTION NUMBER 819-2020  
TO AUTHORIZE AN ADDITIONAL PAYMENT OF SEVEN HUNDRED DOLLARS  
TO EKO PRODUCTIONS**

**WHEREAS**, pursuant to Resolution No. 819-2020 duly adopted on July 1, 2020, this Town Board ratified and affirmed a certain Agreement with EKO Productions for the rendering of light and sound system services in conjunction with the Town's 2020 "Salute to Veterans" Event for a total fee of \$13,525.00; and

**WHEREAS**, pursuant to said light and sound system service Agreement, EKO Productions supplied an additional FM Transmitter (Yamaha 12 Channel Mixer/Audio Tec) not originally contemplated in the Agreement for an additional fee of \$700.00, thereby increasing the total fee charged by EKO Productions from \$13,525.00 to \$14,225.00; and

**WHEREAS**, the Commissioner of the Department of Parks and Recreation has confirmed that EKO Productions supplied the aforementioned additional FM Transmitter and accordingly recommends to this Town Board that Resolution No. 819-2020 be amended to authorize the payment of an additional amount of \$700.00 to EKO Productions, resulting in a total fee of \$14,225.00 to be paid to EKO Productions.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that Resolution No. 819-2020 be and hereby is amended for the limited purpose of authorizing an increase of \$700.00 in the fee paid to EKO Productions raising the total fee from \$13,525.00 to \$14,225.00 and that with this single exception, Resolution No. 819-2020 shall otherwise remain unchanged and in full force and effect; and

**BE IT FURTHER**

**RESOLVED**, that the Comptroller be and hereby is authorized to make payments under the aforementioned Agreement with EKO Productions in the total amount of \$14,225.00 from Parks and Recreation Account No. 400-007-7110-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 17  
Case # 29910

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE RATIFICATION AND AFFIRMATION OF  
VARIOUS ARTIST ENGAGEMENT AGREEMENTS IN CONJUNCTION WITH  
THE TOWN'S 2020 SUMMER CONCERT SERIES**

**WHEREAS**, the Town of Hempstead through its Department of Parks and Recreation customarily hosts a large number of musical concerts throughout the Town Park system each summer season (collectively, the "Town's Summer Concert Series"); and

**WHEREAS**, in conjunction with the Town's 2020 Summer Concert Series, the Department of Parks and Recreation has previously entered into various Artist Engagement Agreements pursuant to which bands were retained to participate in the Concert Series, 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 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 Agreements respectively identified on Schedule "A" in conjunction with the Town's 2020 Summer Concert Series is in the best interest of the Town.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that each of the previously executed Artist Engagement 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 Agreements from Parks and Recreation Account number 400-0007-7100-4793.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 18  
Case # 29910

**SCHEDULE "A"**

<u>Organization</u>	<u>Artist</u>	<u>Date</u>	<u>Fee</u>
1 Capstone Music & Entertainment	45RPM	7/6/20	\$3,000.00
2 Graphic Communications	Bell Bottom Blues	7/8/20	\$2,000.00
3 Dreamkast, Inc.	Decadia	7/11/20	\$2,400.00
4 SundayGirl	A Blondie Tribute	7/13/20	\$1,000.00
5 PsuedoSsudio	Phil Collins Tribute	7/15/20	\$2,500.00
6 Freebird	Lynyrd Skynyrd	7/17/20	\$2,000.00
7 Material Girl	Material Girl	7/18/20	\$2,000.00
8 Coallier Entertainment	Sir Elton	7/20/20	\$3,500.00
9 Blue Angel	Blue Angel	7/22/20	\$1,500.00
10 That's Amore	Jenna Esposito	7/24/20	\$2,100.00
11 Mr. K's Motown Revue	Ladies of Motown	7/25/20	\$2,500.00
12 Tinman Production	Badland-Springsteen	7/27/20	\$2,500.00
13 Desert Highway An Eagles Tribute	Eagles	7/29/20	\$3,500.00
14 Hourglass-A James Taylor Tribute	James Taylor Tribute	7/31/20	\$2,100.00
15 Bob Blickwede Production LLC	Bad Animals-Heart	8/1/20	\$2,000.00
16 Capstone Music & Entertainment	Beginnings	8/3/20	\$3,500.00
17 City Sounds Music	City Sound Machine	8/5/20	\$1,400.00
18 Strange Magic	ELO Tribute	8/7/20	\$2,000.00
19 Back In Time Productions LLC	Back In Time-Huey Lewis	8/8/20	\$1,200.00
20 Johnny Maestro Tribute Band, Inc	Johnny Maestro	8/10/20	\$3,000.00
21 Bob Blickwede Production LLC	Double Vision/Foreigner	8/12/20	\$2,500.00
22 Bob Blickwede Production LLC	Rishard Lampese-Rat Pack Tribute	8/14/20	\$600.00
23 Wonderous Stories	Wonderous Stories	8/15/20	\$2,000.00
24 Endless Summer	Endless Summer-Beach Boys Tribute	8/17/20	\$1,400.00
25 Devotion Music	The Devotions	8/19/20	\$1,500.00
26 Frank Bellucci DBA Yogi Productions	Shining Star-Earth Wind and Fire	8/21/20	\$3,000.00
27 David Clark Music & Events	Songs in the Attic-A Tribute to Billy Joel	8/22/20	\$3,300.00



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

**RESOLUTION RATIFYING AND CONFIRMING THE EXECUTION OF AGREEMENTS WITH MEMBER FIRMS COMPRISING THE PANEL OF ARCHITECTURAL, ENGINEERING AND SURVEYING CONSULTING FIRMS FOR SERVICES TO THE DEPARTMENT OF PARKS AND RECREATION**

WHEREAS, from time to time, the Town of Hempstead (the "Town") may require the services of outside architectural/engineering and surveying consultants in a variety of areas including the preparation of necessary surveys, preliminary design, construction, specifications, and contract plans, all with respect to various Town Park improvement projects; and

WHEREAS, pursuant to the Town's Procurement Policy and Procedures (the "Policy"), the Town, through its Department of Parks and Recreation, previously issued a request for qualifications (RFQ); and

WHEREAS, the Town received responses to the RFQ which were reviewed by a committee to evaluate the respective qualifications of each of the responding firms for engineering consulting services (the "Committee"); and

WHEREAS, by Resolution No. 682-2019, adopted June 11, 2019, this Town Board established the foregoing Panel of outside Architectural, Engineering and Surveying consultants for utilization by the Department of Parks and Recreation (the "Department"), assigning the firms listed in said resolution to the Panel (the "Panel"), and authorized the Commissioner of Parks and Recreation (the "Commissioner") to issue requests for proposals from each such firm participating on the Panel; and

WHEREAS, pursuant to the Policy, the firms included on the Panel have each executed an Agreement for consulting services within their respective area of expertise as referenced in the attached Schedule A; and

WHEREAS, the Commissioner has executed said Agreements for consulting services for each of the Panel designated firms set forth on Schedule A;

NOW, THEREFORE, BE IT

RESOLVED, that the Board hereby ratifies and confirms the execution of each of the foregoing Agreements with Panel designated firms for consulting services for the Department of Parks and Recreation, capped at a rate of \$175.00 per hour for each of the aforementioned firms.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 19  
Case # 30144+  
28103

SCHEDULE A

CONSULTANT	ARCHITECTURAL ENGINEERING DESIGN	CONSTRUCTION MANAGEMENT	SURVEYING
de Bruin Engineering, P.C.	X	X	X
LiRo Engineering, Inc.	X	X	X
Tectonic Engineering	X	X	X
Thayer Associates	X	X	X
D&B Engineers and Architects, P.C.	X	X	X
VHB Engineering	X	X	X
Cameron Engineering	X	X	X
Lucchesi Engineering, P.C.	X	X	X
H2M Architects & Engineers	X	X	X
Control Point Associates, Inc.			X
Nelson & Pope	X	X	X
LKB Consulting Engineers	X	X	X
Cashin Associates, P.C.	X	X	X
GPI Engineering	X	X	X

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO EXECUTE AN AMENDMENT TO A CERTAIN  
MEMORANDUM OF AGREEMENT NEGOTIATED BY  
THE CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC., RELATIVE TO  
EMPLOYEES LEAVING SERVICE BETWEEN JUNE  
27, 2020 to AUGUST 24, 2020 AS  
AUTHORIZED BY TOWN BOARD RESOLUTION  
NUMBER 843-2020

WHEREAS, the Civil Service Employees Association  
(CSEA) AFSCME, AFL/CIO LOCAL 1000 by and through its Town  
of Hempstead Local 880 (the "Union") and the Town of  
Hempstead are desirous of offering a retirement incentive  
to town employees (but not elected officials, members of  
paid boards and commissions or employees terminated for  
cause); and,

WHEREAS, the Parties entered into an Amended Agreement  
by resolution number 843-2020 adopted July 1, 2020 offering  
a retirement incentive to full-time employees (excluding  
elected officials, members of paid boards and commissions or  
employees terminated for cause) who notify the Department of  
Human Resources no later than close of business on August  
24, 2020 of their intent to leave Town service and be off of  
payroll no later than August 28, 2020; and,

WHEREAS, the Parties wish to amend the dates set forth  
in paragraphs (a) and (b) of the July 1, 2020 Amended  
Memorandum of Agreement;

WHEREAS, the Union has presented the Town Board with a  
fully executed copy of the Amended Memorandum of Agreement,  
in a form deemed sufficient by the Town Attorney;

NOW, THEREFORE, BE IT

RESOLVED, that paragraph (a) of the Amended  
Memorandum of Agreement dated July 1, 2020 and passed by  
resolution number 843-2020 is hereby amended only  
insofar that the final date of notification to Human  
Resources is changed from August 24, 2020 to October  
23, 2020 and the final date by which the employee must be  
off payroll is changed from to August 28, 2020 to  
October 30, 2020; and

RESOLVED, Paragraph (b) of the Amended MOA dated July  
1, 2020 and passed by resolution number 843-2020 is hereby  
amended only insofar that such payment shall be made no  
later than December 29, 2020.

Item #

20

Case #

8712

BE IT FURTHER RESOLVED, that Supervisor be and hereby is authorized to execute the Amended Memorandum of Agreement; and

BE IT FURTHER RESOLVED, that the Amended Memorandum of Agreement shall become effective on the date on which the Supervisor executes the Amended Memorandum and it is filed in the Office of the Town Clerk; and,

The foregoing resolution was adopted upon roll call as follow:

AYES:

NOES:

**MEMORANDUM OF AGREEMENT**

This Amended Memorandum of Agreement ("MOA") is entered into on this \_\_\_ day of August 2020 by and between the TOWN OF HEMPSTEAD (hereinafter the "Employer" or the "Town") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, AFSCME, A.F.L.-C.I.O., by and through its Local 880 (hereinafter the "Union" or "CSEA") (hereinafter collectively referenced as "the Parties").

WHEREAS, the Town and the Union are parties to a collective bargaining agreement ("CBA");

WHEREAS, the Parties entered into an Amended Agreement by resolution number 843-2020 dated July 1, 2020 offering a retirement incentive to full-time employees (excluding elected officials, members of paid boards and commissions or employees terminated for cause) who notify the Department of Human Resources no later than close of business on August 24, 2020 of their intent to leave Town service and be off of payroll no later than August 28, 2020;

WHEREAS, the Parties deem it necessary to extend the time limits set forth in the aforementioned Agreement;

It is hereby agreed that:

- (a) Paragraph (a) of the Amended MOA dated July 1, 2020 and passed by resolution number 843-2020 is hereby amended only insofar that the final date of notification to Human Resources is changed from August 24, 2020 to October 23, 2020, and the final date by which the employee must be off payroll is changed from August 28, 2020 October 30, 2020.
- (b) Paragraph (b) of the MOA dated July 1, 2020 and passed by resolution number 843 -2020 is hereby amended only insofar that such payment shall be made no later than December 29, 2020.

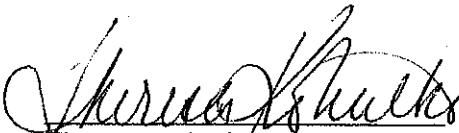
All other provisions not inconsistent with the provisions of this Amended Memorandum of Agreement remain in full force and effect.

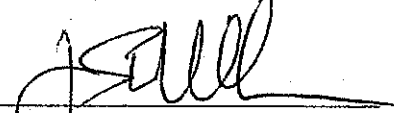
This MOA may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have signed this Memorandum of Agreement the date and year above written.

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
Donald X. Clavin, Jr.  
Town Supervisor

By:   
Theresa Kohutka  
President, CSEA Local 880

By:   
James DellaRocca  
Labor Relations Specialist

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE COUNTY OF NASSAU FOR THE PURPOSE OF UNDERTAKING A COMMUNITY DEVELOPMENT PROGRAM FOR COMMERCIAL REHABILITATION IN ELMONT, NY**

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

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

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

**WHEREAS**, the County of Nassau deems it appropriate to enter into a subrecipient agreement with the Town of Hempstead under Title 24 CFR Sub Chapter C and with the provisions of this Agreement; and

**WHEREAS**, the TOWN OF HEMPSTEAD deems it to be in the public interest for the TOWN OF HEMPSTEAD to enter into said proposed Agreement for the purpose of undertaking project activities therein set forth, under Title 24 CFR Subchapter C to administer the CDBG funds for the purpose of commercial rehabilitation in Elmont, NY for the amount of ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS.

**NOW, THEREFORE, BE IT RESOLVED**, that the TOWN OF HEMPSTEAD shall enter into an Agreement between the TOWN OF HEMPSTEAD and the COUNTY OF NASSAU for the purpose of undertaking project activities under Title 24 CFR Subchapter C, effective April 1, 2020 to be completed by March 31, 2022, pursuant to 24 CFR 570.502; and

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

The vote on the foregoing resolution was recorded as follows:

AYES: ( )

NOES: ( )

Doc. No. 20-012  
July 31, 2020

Item # 21

Case # 18675

**COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT**  
**BETWEEN THE COUNTY OF NASSAU**  
**AND**  
**TOWN OF HEMPSTEAD**

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

WITNESSETH:

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

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

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

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

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

1. Term. This Agreement shall commence on April 1, 2020 and terminate on March 31, 2022.

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

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

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

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

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

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

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

### 3. Performance Monitoring

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

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

### 4. Procurement and Subcontracts:

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

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



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

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

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

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

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

5. Payment.

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

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

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

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

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

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

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

8. Compliance With Law.

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

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

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

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

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

(e) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

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

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

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

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

10. Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement, shall be controlled by applicable State and Federal laws concerning the disclosure of governmental records and/or information. In the event, a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate.

11. Indemnification; Defense; Cooperation.

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

(b) The Subrecipient shall, upon the County's written demand and at the County's direction, promptly and diligently defend, at the Subrecipient's sole expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties

and the Subrecipient shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

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

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

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

## 12. Insurance.

(a) Types and Amounts. The Subrecipient shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000.00) aggregate (iii) compensation insurance for the benefit of the Subrecipient's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may reasonably request from time to time. Notwithstanding the foregoing, the insurance required under this Agreement shall at a minimum be sufficient to protect the Agreement assets from loss due to theft, fraud or undue physical damage. The Subrecipient shall at all times comply with the bonding and insurance requirements of 2 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

(c) Acceptability; Deductibles. All insurance required herein shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and is an A

rated company and (ii) in form and substance reasonably acceptable to the County. The Subrecipient shall be solely responsible for the payment of all deductibles to which such policies are subject.

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

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

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

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

15. Suspension and Termination.

(a) For Convenience.

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

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

(b) Noncompliance.

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

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

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

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

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

16. Accounting Procedures; Records.

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

The Subrecipient shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if a Subrecipient or a Subrecipient contractor or subcontractor is a non-profit entity, that entity must comply with the accounting

guidelines set forth in 24 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

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

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

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

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

(e) Close-Outs. Subrecipient obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unused



materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.

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

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

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

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

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

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

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

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

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

18. Monitoring by Subrecipient.

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

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

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

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

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

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

22. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Federal Court in Islip, New York or the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State or the

Code of Federal Regulations, whichever is applicable, without regard to the conflict of laws provisions thereof.

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

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

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

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

(c) Unless the application of this sub-clause will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions in conflict shall be resolved in the following order: (i) Exhibit A shall prevail, (ii) the terms and conditions set forth above the signature page shall control, (iii) Exhibit B and Appendix EE and finally, (iv) all other schedules, exhibits, appendixes and/or attachments. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

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

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

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



**Exhibit A**

**Budget**

The total budget under this contract is One Hundred and Fifty Thousand Dollars (\$150,000.00)

HT45-TOD	Commercial Rehabilitation - Elmont	The Town's Department of Planning and Economic Development (OPED) will implement planned and coordinated exterior façade improvements to existing and expanding commercial buildings on Hempstead Turnpike along this state highway, across from Belmont State Park. Improvements create attractive and harmonious upgrades that will help to improve existing commercial businesses and their residential attraction. Moreover, the project will improve code compliance and add coordinated signs, lights, awnings and exterior appurtenance for visual appeal. This project will resume and continue a project previously started and is broken into phases as shown in attached estimate budget report. Funds to be used for all engineering, architectural, construction and project delivery costs.	\$150,000.00
<b>Total</b>			<b>\$150,000.00</b>

**Additional Provisions:**

- 1) In the event of any conflict between the Agreement and **Exhibit A**, the provisions of **Exhibit A** will control.
- 2) Whereas the expenditure of these federal funds varies per project and based upon federal eligibility requirements making certain provisions of this Agreement inapplicable to one project but applicable to another project; OCD, in its sole discretion, can waive any requirements of the Subrecipient under this Agreement. Provided however, that such a waiver is not in violation of Federal and/or Nassau County requirements, program regulations and/or applicable laws. Said waiver can be granted only by the Executive Director/Director of OCD and is intended to maximize the efficiency of the programs.
- 3) The Subrecipient shall ensure that any contract entered into with another party/third party as a result of this Agreement and/or to assist in the completion of the Activities under this Agreement are bound by the terms of this Agreement and all applicable laws, including but not limited to federal regulations and HUD program guidelines. The applicable federal statutes shall be listed in any applicable third party agreements and shall be strictly adhered to. Failure to comply with this provision may result in recapture of funds allocated by this Agreement. Should HUD seek repayment of funds from Nassau County as a

PURCHASING DIVISION  
DEPUTY TOWN COMMISSIONER

APPROVED  
DATE

result of the Subrecipient failure to comply with this provision, then the Subrecipient shall be responsible for repayment of those funds to the County.

- 4) All subcontracts/third party contracts must contain **Exhibit D** of this Agreement as part of their agreement.
- 5) Administrative Service Charge. In accordance with Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, the administrative service charge for this Agreement has been waived.
- 6) When publishing materials, such as signs or brochures, that concern this Agreement, the Subrecipient shall ensure recognition of the Nassau County Office of Community Development (OCD). A copy of all such materials must be forwarded to the OCD prior to publication for approval.

**Timeline for completion of Activities:**

**In accordance with 24 CFR 570.503 (b) (1), the Subrecipient shall complete all of the Activities for which funding is being provided and as identified within this Agreement by March 31, 2022. OCD will not extend the contract deadline beyond this date and unexpended funds will be recaptured.**

## **Exhibit B**

### **Additional Federal Requirements**

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

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

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

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

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

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

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

#### C. General Conduct

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## **II. ENVIRONMENTAL CONDITIONS**

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

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

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

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

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

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

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

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

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

D. Lead-Based Paint.

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

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

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

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

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

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

E. Historic Preservation.

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

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

III. EMPLOYMENT CONDITIONS

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

B. Labor Standards.

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

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

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

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

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

This includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

*E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*

*F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

6. Compliance. Compliance with the provisions of Section 3, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County as Grantee, the Subrecipient or Contractor and any of the Subrecipient or Contractor's subcontractors.

Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, Developer or Contractor and any of the Subrecipient, Developer or Contractor's subcontractors, their successors and assigns, and subject to those sanctions specified by the Agreement through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135. The Subrecipient, Developer or Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

7. Reporting. The Subrecipient, Developer or Contractor must complete HUD Form 60002: Section 3 Summary Report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

#### **IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT**

A. In the event that a Subrecipient, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the

Subrecipient or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.

B. The Subrecipient, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

More information is available at:

<http://www.hud.gov/offices/cpd/library/relocation/index.cfm>

C. The Subrecipient, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-assisted project. The Subrecipient, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice:

**FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain- Related Activities.** This Notice can be accessed at:

[http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg\\_071706.pdf](http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg_071706.pdf)

## V. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

1. Compliance. The US Department of Housing and Urban Development ("HUD") and Nassau County are committed to assuring that CDBG Subrecipients and Contractors take positive steps to ensure that all persons receive equal opportunity to housing, employment, public facilities and services, contracting and business opportunities, and CDBG funds, benefits and services, and are protected from displacement. In addition to equal access, Subrecipient, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Subrecipient, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Subrecipient, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure

compliance, attention to the civil rights, fair housing and equal opportunity components of your CDBG projects must be all-inclusive, from the project design to the final progress report.

Subrecipients, Developers and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate; and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Subrecipient, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and

housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing-Related Presidential Executive Orders:

Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

2. Affirmatively Furthering Fair Housing.

a. The Subrecipient, Developer or Contractor shall comply with Section 104 (b) (2) of the Housing and Community Development Act of 1974, ("HCD") as amended (42 U.S.C. 5309). This governing statute for the CDBG program requires that each grantee certify to HUD's satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.

b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:

- *Intent:* The obligation to avoid policies, customs, practices or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- *Effect:* The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
- *Affirmative Duties:* The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.

d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Subrecipient, Developer or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan ("AFHMP"). The Affirmative Fair Housing Marketing Plan must be consistent with OCD's Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color,

religion, sex, national origin, disability, or familial status. Special outreach should be conducted to groups least likely to apply. Examples of such action include:

- Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area;
  - Use of the Equal Housing Opportunity Logo and the equal housing opportunity statement.
  - Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
  - Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
  - Any system of preference or priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.

3. Nondiscrimination. The Subrecipient, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

4. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Subrecipient, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. Section 504. The Subrecipient, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Subrecipient, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Subrecipient, Developer or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient, Developer or Contractor to assist in the formulation of such program. The Subrecipient, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE).

a. General. The Subrecipient, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.

b. MBE/ WBE Thresholds. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Local Requirements. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in Appendix EE of this contract) detailing the implementation of the local MBE / WBE program. For further information see:

<http://www.nassaucountyny.gov/agencies/MinorityAffairs/index.html#>

d. Contracting. Prior to the commencement of any project, the Subrecipient, Developer or Contractor shall provide the County with a MBE/ WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and services include, but

are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

e. Goals. In order to achieve this objective, OCD has established the following business participation goals presented as a percentage of the total value of all contracts let in connection with this contract: *5% to minority business enterprises and 5% to women business enterprises.* These goals should be included in all bids and contracts.

f. Reporting. The Subrecipient, Developer or Contractor must complete HUD Form 2516 – Contract and Subcontract Activity report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report (“CAPER”).



**Exhibit C**  
**Urban County Cooperation Agreement**

Attached is a copy of the Cooperation Agreement between the County of Nassau and the municipality. As per paragraph 6, the subject Agreement was automatically renewed for a successive three-year qualification period covering Federal Fiscal Years 2018-2020.

## **Exhibit D – Subcontractor/Third Party Agreements**

### **Additional Requirements**

**The provisions of this Exhibit must be attached to any subcontract and/or third party agreements entered into by the Subrecipient, Developer or Contractor and are hereby made a part of the document to which it is attached to the extent they are applicable. Subrecipient, Developer or Contractor is required to ensure subcontractor/third party compliance, where applicable, with all provisions contained herein. Failure to comply the below applicable requirements may result in termination of the agreement and/or withholding of funds and/or costs associated/incurred under and in accordance with the Nassau County agreement being deemed ineligible and not subject to reimbursement. Nassau County shall determine compliance in accordance with HUD requirements.**

The Subrecipient, Developer, Contractor and/or any other third party or subcontractor must comply, where applicable, with all parts of 24 CFR (0-4100), including sections 570.500 through 570.614.

The Subrecipient, Developer, Contractor and/or any other third party or subcontractor must comply, where applicable, with 24 CFR Part 85 including 24 CFR Part 85.36 (i) contract provisions which state:

#### **24 CFR PART 85.36 (i) Contract provisions**

A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13,

1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

**I. GENERAL FEDERAL CONDITIONS:**

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

1. The Subrecipient, Developer or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act "NEPA" Review), and
2. The Subrecipient, Developer or Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 58.
3. The Subrecipient, Developer or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.
4. The Subrecipient, Developer or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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

C. General Conduct

1. Hatch Act. The Subrecipient, Developer or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
2. Prohibited Activity. The Subrecipient, Developer or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
3. Conflict of Interest. The Subrecipient, Developer or Contractor shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

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

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

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

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

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

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

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

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

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

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

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

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

## **II. ENVIRONMENTAL CONDITIONS**

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

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

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

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

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

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

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

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

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

D. Lead-Based Paint.

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

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

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

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

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

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

E. Historic Preservation.

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

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

**III. EMPLOYMENT CONDITIONS**

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

B. Labor Standards.

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

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

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



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

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

This includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- K. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- L. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

6. Compliance. Compliance with the provisions of Section 3, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County as Grantee, the Subrecipient or Contractor and any of the Subrecipient or Contractor's subcontractors.

Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, Developer or Contractor and any of the Subrecipient, Developer or Contractor's subcontractors, their successors and assigns, and subject to those sanctions specified by the Agreement through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135. The Subrecipient, Developer or Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

7. Reporting. The Subrecipient, Developer or Contractor must complete HUD Form 60002: Section 3 Summary Report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

#### **IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT**

A. In the event that a Subrecipient, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be

immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the Subrecipient or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.

B. The Subrecipient, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

More information is available at:

<http://www.hud.gov/offices/cpd/library/relocation/index.cfm>

C. The Subrecipient, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-assisted project. The Subrecipient, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice:

**FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain- Related Activities.** This Notice can be accessed at:

[http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg\\_071706.pdf](http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg_071706.pdf)

## **V. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. **Compliance.** The US Department of Housing and Urban Development ("HUD") and Nassau County are committed to assuring that CDBG Subrecipients and Contractors take positive steps to ensure that all persons receive equal opportunity to housing, employment, public facilities and services, contracting and business opportunities, and CDBG funds, benefits and services, and are protected from displacement. In addition to equal access, Subrecipient, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Subrecipient, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the

Subrecipient, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure compliance, attention to the civil rights, fair housing and equal opportunity components of your CDBG projects must be all-inclusive, from the project design to the final progress report.

Subrecipients, Developers and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate; and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Subrecipient, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing-Related Presidential Executive Orders:

Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the



availability of community-based living arrangements for persons with disabilities.

2. Affirmatively Furthering Fair Housing.

a. The Subrecipient, Developer or Contractor shall comply with Section 104(b) (2) of the Housing and Community Development Act of 1974, ("HCD") as amended (42 U.S.C. 5309). This governing statute for the CDBG program requires that each grantee certify to HUD's satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.

b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:

- *Intent:* The obligation to avoid policies, customs, practices or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- *Effect:* The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
- *Affirmative Duties:* The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.

d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Subrecipient, Developer or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan ("AFHMP"). The Affirmative Fair Housing Marketing Plan must be consistent with OCD's Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status. Special outreach should be conducted to groups least likely to apply. Examples of such action include:
  - Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area;
  - Use of the Equal Housing Opportunity Logo and the equal housing opportunity statement.
  - Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
  - Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
- Any system of preference or priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.

3. Nondiscrimination. The Subrecipient, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

4. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Subrecipient, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to

enforce such covenants. The Subrecipient, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. Section 504. The Subrecipient, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Subrecipient, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Subrecipient, Developer or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient, Developer or Contractor to assist in the formulation of such program. The Subrecipient, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE).

a. General. The Subrecipient, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.

b. MBE/ WBE Thresholds. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Local Requirements. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in this Exhibit under VI. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN) detailing the implementation of the local MBE / WBE program. For further information see:

<http://www.nassaucountyny.gov/agencies/MinorityAffairs/index.html#>

d. Contracting. Prior to the commencement of any project, the Subrecipient, Developer or Contractor shall provide the County with a MBE/ WBE

utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and services include, but are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

e. Goals. In order to achieve this objective, OCD has established the following business participation goals presented as a percentage of the total value of all contracts let in connection with this contract: *5% to minority business enterprises and 5% to women business enterprises.* These goals should be included in all bids and contracts.

f. Reporting. The Subrecipient, Developer or Contractor must complete HUD Form 2516 – Contract and Subcontract Activity report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report (“CAPER”).

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor, Developer or Subrecipient shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor, Developer or Subrecipient shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor, Developer or Subrecipient will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

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

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

(d) The Contractor, Developer or Subrecipient shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor, Developer or Subrecipient shall, in its advertisements and solicitations for Subcontractor, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractor must be equal opportunity employers.

(f) Contractor, Developer or Subrecipients must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractor, Developer or Subrecipients for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractor under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor or Subrecipient to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor, Developer or Subrecipient to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor or Subrecipient to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor, Developer or Subrecipient must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor, Developer or Subrecipient must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor, Developer or Subrecipient's Subcontracts and Contractor, Developer or Subrecipient's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor, Developer or Subrecipient shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor, Developer or Subrecipient shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor or Subrecipient has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any

sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Contractor, Developer or Subrecipient shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractor, Developer or Subrecipients or Subcontractor in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor, Developer or Subrecipient shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, Developer or Subrecipient, listing the procedures it has undertaken to procure Subcontractor in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor, Developer or Subrecipient" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a Contractor or Subrecipient, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor, Developer or Subrecipient" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor, Developer or Subrecipient reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor, Developer or Subrecipient welcomed bids and quotes from M/WBE Subcontractor. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor, Developer or Subrecipient's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractor to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractor encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractor were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor or Subrecipient that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor or Subrecipient shall be included in the Best Effort Documentation



g. If an M/WBE is rejected based on cost, the County Contractor, Developer or Subrecipient must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractor or by the County Contractor, Developer or Subrecipient must also be included with the Best Effort Documentation

i. Contractor, Developer or Subrecipients may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor, Developer or Subrecipient.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime Contractor, Developer or Subrecipient providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime Contractor, Developer or Subrecipient that are necessary for the prime Contractor or Subrecipient to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a Contractor, Developer or Subrecipient who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Contractor, Developer or Subrecipient, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Contractor, Developer or Subrecipients to retain or submit documentation of best efforts to utilize certified subcontractor and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION DESIGNATING TENANT REPRESENTATIVES  
AS MEMBERS OF THE TOWN OF HEMPSTEAD HOUSING AUTHORITY**

WHEREAS, heretofore and by Chapter 475 of the Laws of 1963, effective April 16, 1963, there has been created the Municipal Housing Authority, to be known as the Town of Hempstead Housing Authority for the purposes and with the powers set forth in said Chapter; and

WHEREAS, pursuant to Chapters 482 and 483 of the Laws of 1974, Section 30, of the Public Housing Law, was amended so as to provide that the Town of Hempstead Housing Authority shall include, as members, two tenants elected by the residents of the Authority's housing for a term of two years each; and

WHEREAS, pursuant to the aforesaid Law, an election was held on August 11, 2020, at which time eligible tenants voted for representatives as members of the Town of Hempstead Housing Authority for a two-year term commencing August 20, 2020 to August 20, 2022, and the following two candidates received the greatest number of votes:

Charles Scorsese	Rosemary Truelove
Mill River Gardens	Eastover Gardens
<del>200 Westchester Ave., Dept. 110</del>	<del>1000 E. 117th St., Dept. 110</del>
Oceanside, New York 11572	Wantagh, New York 11793

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Section 20 of the Public Housing Law of the State of New York, this Town Board hereby designates the said Charles Scorsese and Rosemary Truelove as tenant representatives of the Town of Hempstead Housing Authority to serve a two year term commencing August 20, 2020; and

BE IT FURTHER RESOLVED, that each of the aforesaid tenant representatives shall take the Oath of Office and file said Oath in the Office of the Town Clerk.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 22

Case # 9789

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT OF BUILDINGS TO ISSUE A BUILDING PERMIT WITH A FEE "CAP" IN CONNECTION WITH BUILDING PERMIT APPLICATION NOS. 20-8034 and 20-10249, TO INSTALL 2,000 GALLON DUEL COMPARTMENT U.S.T. WITH ASSOCIATED DISPENSERS AND PIPING AND INSTALLATION OF DIESEL ENGINE EMERGENCY GENERATOR FOR MAINTENANCE BUILDING AT THE PREMISES LOCATED AT 120 GARDINERS AVENUE, LEVITTOWN, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Levittown Fire District has filed Building Permit Application Nos. 20-8034 and 20-10249 with the Department of Buildings of the Town of Hempstead to to install 2,000 gallon Duel Compartment U.S.T. with associated dispensers and piping and installation of diesel engine emergency generator for maintenance building at the premises located at 120 Gardiners Avenue, Levittown, New York.

WHEREAS, the Levittown Fire District has requested consideration for an exemption from payment of full fees in connection with Building Permit Application Nos. 20-8034 and 20-10249; and

WHEREAS, this Town Board deems it to be in the public interest for an exemption from payment of full fees in connection with Application Nos. 20-8034 and 20-10249;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$500.00 is hereby fixed regarding Building Permit Application Nos. 20-8034 and 20-10249 to install 2,000 gallon Duel Compartment U.S.T. with associated dispensers and piping and installation of diesel engine emergency generator for maintenance building at the premises located at 120 Gardiners Avenue, Levittown, New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 23

Case # 10315

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT  
OF BUILDINGS TO ISSUE A BUILDING PERMIT  
WITH A FEE "CAP" IN CONNECTION WITH  
BUILDING PERMIT APPLICATION NOS. 20-7674, 20-  
7667, AND 20-7657, TO CONSTRUCT COMMERCIAL  
BUILDING WITH MEZZANINE, TO ERECT AN 8 FOOT  
FENCE, AND TO CONSTRUCT A 3-STORY TRAINING  
FACILITY, AT THE PREMISES LOCATED AT 2800  
ROYALE STREET, BELLMORE, TOWN OF  
HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Bellmore Fire District has filed Building Permit Application  
No. 20-7674, 20-7667, and 20-7657 with the Department of Buildings of the  
Town of Hempstead to construct commercial building with mezzanine, to erect an  
8 foot fence, and to construct a 3-story training facility, at the premises located at  
2800 Royale Street, Bellmore, New York; and

WHEREAS, the Bellmore Fire District, has requested consideration for an  
exemption from payment of full fees in connection with Building Permit  
Application No. 20-7674, 20-7667, and 20-7657; and

WHEREAS, this Town Board deems it to be in the public interest for an  
exemption from payment of full fees in connection with Application No. 20-7674,  
20-7667, and 20-7657;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$500.00 is hereby fixed regarding Building  
Permit Application No. 20-7674, 20-7667, and 20-7657 to construct commercial  
building with mezzanine, to erect an 8 foot fence, and to construct a 3-story  
training facility, at the premises located at 2800 Royale Street, Bellmore, New  
York, New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Case #

10315

CASE NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_-2020

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED \_\_\_\_\_, 2020, AUTHORIZING THE FINANCING OF THE ACQUISITION AND CONSTRUCTION OF WELLHEAD TREATMENT FOR WELL NOS. 4 AND 5 TO INCLUDE PACKED TOWER AERATION AND AOP TREATMENT FOR THE FRANKLIN SQUARE WATER DISTRICT, STATING THE MAXIMUM COST THEREOF IS \$6,870,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF \$2,747,400 SERIAL BONDS OF SAID TOWN TO FINANCE A PORTION OF SAID APPROPRIATION.

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

WHEREAS, pursuant to a resolution duly adopted by the Town Board (the "Town Board") of the Town of Hempstead (the "Town") on [\_\_\_\_], 2020, the Town Board determined that the Purpose (as hereinafter defined) is a "Type II Action" under Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "SEQRA") and, therefore, no further environmental review is required;

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

Section 1. The applicable provisions of SEQRA have been complied with to the extent required for the Purpose.

Section 2. The Town is hereby authorized to finance the costs associated with the acquisition and construction of Well Head Treatment for Well Nos. 4 and 5 to Include Packed Tower Aeration and AOP Treatment for the Town of Hempstead Franklin Square Water District (the "District"), including the acquisition of original equipment, machinery or apparatus or the replacement of such equipment, machinery and apparatus (the "Purpose"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto, is \$6,870,000, and said amount is hereby appropriated for such Purpose. The plan of financing is as follows: (a) the issuance of \$2,747,400 serial bonds of the Town to finance a portion of said appropriation and the levy and collection of taxes on the several lots and parcels of real property within the District to pay the principal of said bonds and the interest thereon as the same become due and payable, and (b) the expenditure of \$4,122,600 grant monies to be received from the State of New York, which monies are hereby appropriated therefor. A public hearing relating to the foregoing Purpose was held by the Town Board of the Town on [\_\_\_\_], 2020 in accordance with Article 12 of the Town Law.

Item # 25

Case # 20233

Section 3. Serial bonds of the Town in the principal amount not to exceed \$2,747,400 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

- (a) The Purpose is an object or purpose described in subdivision 1 of paragraph a of Section 11.00 of the Law and the period of probable usefulness of the Purpose is forty (40) years.
- (b) The maximum maturity of the serial bonds authorized by this resolution will exceed five (5) years. It is hereby further determined that the foregoing is an assessable improvement, the cost of which shall be assessed, levied and collected from the several lots and parcels of real property within the District in the same manner and at the same time as other Town charges.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law. The faith and credit of the Town are hereby irrevocably pledged for the payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds as the same respectively become due and payable and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of said bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest on such bonds and any notes in anticipation thereof due and payable in such year. There shall annually be levied on the several lots and parcels of real property within the District a tax sufficient to pay the principal of and interest on such bonds and any notes in anticipation thereof as the same become due and payable.

Section 6. Subject to the provisions of this resolution and subject to the provisions of the Law, the powers and duties of the Town Board relative to authorizing the issuance and sale of any notes in anticipation of the sale of the bonds herein authorized, including renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulation Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the Purpose.

Section 9. This resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish this resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the "*Long Island Business News.*" a newspaper having a general circulation in the Town, which newspaper is hereby designated as the official newspaper of the Town for such publication.



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

Town Supervisor Donald X. Clavin, Jr.	voting	_____
Councilwoman Dorothy L. Goosby	voting	_____
Councilman Bruce A. Blakeman	voting	_____
Councilwoman Anthony P. D'Esposito	voting	_____
Councilman Dennis Dunne, Sr.	voting	_____
Councilman Thomas E. Muscarella	voting	_____
Councilman Chris Carini	voting	_____

The resolution was declared adopted.

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

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

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

(SEAL)

\_\_\_\_\_  
Kate Murray, Town Clerk  
Town of Hempstead

**LEGAL NOTICE**  
**(ESTOPPEL)**

NOTICE IS HEREBY GIVEN that (i) the Town Board of the Town of Hempstead, Nassau County, New York, at a meeting held \_\_\_\_\_, 2020, duly adopted the resolution, a summary of which is published herewith, which is not subject to a permissive referendum as provided in Article 7 of the Town Law of the State of New York and Local Finance Law Section 35.00(b)(2), and (ii) the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Hempstead is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting the validity of such resolution is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF  
HEMPSTEAD, NEW YORK, ADOPTED  
\_\_\_\_\_, 2020, AUTHORIZING THE  
FINANCING OF THE ACQUISITION AND  
CONSTRUCTION OF WELLHEAD  
TREATMENT FOR WELL NOS. 4 AND 5 TO  
INCLUDE PACKED TOWER AERATION AND  
AOP TREATMENT FOR THE FRANKLIN  
SQUARE WATER DISTRICT, STATING THE  
MAXIMUM COST THEREOF IS \$6,870,000,  
APPROPRIATING SAID AMOUNT FOR SUCH  
PURPOSE AND AUTHORIZING THE  
ISSUANCE OF \$2,747,400 SERIAL BONDS OF  
SAID TOWN TO FINANCE A PORTION OF  
SAID APPROPRIATION

Period of probable usefulness:      Forty (40) years

Class of objects or purposes:      The costs associated with the acquisition and construction of Well Head Treatment for Well Nos. 4 and 5 to Include Packed Tower Aeration and AOP Treatment for the Town of Hempstead Franklin Square Water District (the "District"), including the acquisition of original equipment, machinery or apparatus or the replacement of such equipment, machinery and apparatus, all within the Town

Amount of obligations to be issued: \$2,747,400 serial bonds

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the Office of the Clerk of the Town of Hempstead, at Town Hall, 1 Washington Street, Hempstead, New York.

Dated: \_\_\_\_\_, 2020  
Hempstead, New York

**LEGAL NOTICE**  
**(ESTOPPEL)**

NOTICE IS HEREBY GIVEN that (i) the Town Board of the Town of Hempstead, Nassau County, New York, at a meeting held \_\_\_\_\_, 2020, duly adopted the resolution, a summary of which is published herewith, which is not subject to a permissive referendum as provided in Article 7 of the Town Law of the State of New York and Local Finance Law Section 35.00(b)(2), and (ii) the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Hempstead is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting the validity of such resolution is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF  
HEMPSTEAD, NEW YORK, ADOPTED  
\_\_\_\_\_, 2020, AUTHORIZING THE  
FINANCING OF THE ACQUISITION AND  
CONSTRUCTION OF WELLHEAD  
TREATMENT FOR WELL NOS. 4 AND 5 TO  
INCLUDE PACKED TOWER AERATION AND  
AOP TREATMENT FOR THE FRANKLIN  
SQUARE WATER DISTRICT, STATING THE  
MAXIMUM COST THEREOF IS \$6,870,000,  
APPROPRIATING SAID AMOUNT FOR SUCH  
PURPOSE AND AUTHORIZING THE  
ISSUANCE OF \$2,747,400 SERIAL BONDS OF  
SAID TOWN TO FINANCE A PORTION OF  
SAID APPROPRIATION

Period of probable usefulness:           Forty (40) years

Class of objects or purposes:           The costs associated with the  
acquisition and construction of  
Well Head Treatment for Well Nos.  
4 and 5 to Include Packed Tower  
Aeration and AOP Treatment for  
the Town of Hempstead Franklin  
Square Water District (the  
"District"), including the  
acquisition of original equipment,  
machinery or apparatus or the  
replacement of such equipment,  
machinery and apparatus, all within  
the Town

Amount of obligations to be issued:   \$2,747,400 serial bonds

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the Office of the Clerk of the Town of Hempstead, at Town Hall, 1 Washington Street, Hempstead, New York.

Dated: \_\_\_\_\_, 2020  
Hempstead, New York

CASE NO.

RESOLUTION NO.

Adopted:

\_\_\_\_\_ offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE GRANT OF FUNDS TO THE NASSAU COMMUNITY COLLEGE FOUNDATION LOCATED IN THE TOWN OF HEMPSTEAD, TO BE PAID FROM MONIES RECEIVED BY THE TOWN THROUGH THE "CARES ACT," TO REIMBURSE THEM FOR UNBUDGETED NECESSARY EXPENSES INCURRED DIRECTLY RELATED TO THE COVID-19 PANDEMIC.

WHEREAS, the COVID-19 pandemic is causing a significant public health emergency in the Town of Hempstead, particularly impacting individuals and families' abilities to meet their basic needs for food; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") provides federal funds to municipalities including the Town of Hempstead, to take actions necessary to respond to the public health emergency including but not limited to expenses related to providing food to the residents of the Town, to mitigate the impact of the COVID-19 public health emergency; and

WHEREAS, the Nassau Community College Foundation is a 501(c)(3) not-for-profit organization that operates a food pantry, known as the Nest, with its principle offices located at 364 Rice Cir, Garden City, NY that is an established and recognized entity which provides essential services to assist those students challenged by hunger, that is ready, willing and able to accept funds to reimburse them for the cost they incurred and will incur to distribute necessary food items to at-risk residents within the Town of

Item # 26

Case # 30283

Hempstead, on an emergency basis from March 1 to December 30, 2020, at a total reimbursement cost to the Town of Hempstead of up to \$50,000.00; and

WHEREAS, the Nassau Community College Foundation has submitted a written proposal detailing the expenditures and said proposal was reviewed by the Office of the Town Attorney; and

WHEREAS, the Office of the Town Attorney recommends to the Town Board that the grant of funds be made available as aforesaid; and

WHEREAS, the Town Board has determined that this is a proper expenditure to undertake on behalf of the residents of the Town of Hempstead; and

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller of the Town of Hempstead be and hereby is authorized to provide funds to the Nassau Community College Foundation, with its principal offices located at 364 Rice Cir, Garden City, NY, in the amount not in excess of \$50,000.00, to reimburse the Nassau Community College Foundation for the cost of necessary food expenditures due to the COVID-19 public health emergency, that were not budgeted for, relating to the period of March 1, 2020 to December 30, 2020; and be it further:

RESOLVED, that the Comptroller shall make such reimbursement funds available upon presentation to him of all documentation he may deem necessary to confirm the lawful and proper use of the funds; and be it further:

RESOLVED, that any legal impediment to the foregoing is hereby superseded and overridden, pursuant to the emergency declaration issued by the Supervisor on March 16, 2020,

and/or any other applicable law or declaration, which remains in effect, be it further:

RESOLVED, that all such funds shall be paid out of 010-0012-90000-4790.

The foregoing resolution was adopted upon roll call as follow:

AYES:

NOES:



RESOLVED, that the Comptroller of the Town of Hempstead  
be and hereby is authorized to transfer funds received per  
the "CARES Act" in the amount of \$ 50,000.

BE IT FURTHER RESOLVED, that such funds shall be  
recorded as Revenue in General Fund Revenue Account number  
010-0012-90000-4786 titled "Cares Act Assistance":

The foregoing resolution was adopted upon roll call as  
follow:

AYES:

NOES:



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AMENDMENT TO THE 2020 ADOPTED BUDGET TO INCREASE GENERAL FUND ESTIMATED REVENUES, AN INCREASE TO GENERAL FUND APPROPRIATIONS, AN INCREASE TO THE GENERAL FUND UNDISTRIBUTED OTHER EXPENSE ACCOUNT AND THE INCREASE OF THE CARES ACT ASSISTANCE REVENUE ACCOUNT IN THE TOWN OF HEMPSTEAD GENERAL FUND UNDISTRIBUTED.

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

**010-0012-90000 GENERAL FUND - UNDISTRIBUTED:**

INCREASE: 5100	ESTIMATED REVENUES	\$ 50,000
INCREASE: 9600	APPROPRIATIONS	\$ 50,000
INCREASE: 4790	OTHER EXPENSE	\$ 50,000
INCREASE: 4786	CARES ACT ASSISTANCE	\$ 50,000

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

28

Case #

30283 + 1147



BE IT FURTHER RESOLVED, that such funds shall be recorded as Revenue in General Fund Revenue Account number 300-0006-81100-4786 titled "Cares Act Assistance":

The foregoing resolution was adopted upon roll call as follow:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AMENDMENT TO THE 2020 ADOPTED BUDGET TO INCREASE SANITATION OPERATING FUND ESTIMATED REVENUES, AN INCREASE TO SANITATION OPERATING FUND APPROPRIATIONS, AN INCREASE TO THE SANITATION OPERATING FUND JANITORIAL SUPPLIES EXPENSE ACCOUNT AND THE INCREASE OF THE CARES ACT ASSISTANCE REVENUE ACCOUNT IN THE SANITATION OPERATING FUND.

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

**300-0006-81100 SANITATION OPERATING FUND:**

INCREASE: 5100	ESTIMATED REVENUES	\$ 96
INCREASE: 9600	APPROPRIATIONS	\$ 96
INCREASE: 4830	JANITORIAL SUPPLIES	\$ 96
INCREASE: 4786	CARES ACT ASSISTANCE	\$ 96

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 30  
 Case # 'S 30283 + 4822

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE TRANSFER OF  
MONIES RECEIVED BY THE TOWN OF  
HEMPSTEAD THROUGH THE "CARES ACT," TO  
FUND UNBUDGETED NECESSARY EXPENSES  
INCURRED DIRECTLY RELATED TO THE  
COVID-19 PANDEMIC.

WHEREAS, the COVID-19 pandemic is causing a significant  
public health emergency in the Town of Hempstead,  
particularly impacting the Town's ability to pay for  
unbudgeted expenses incurred directly related to the COVID-  
19 pandemic; and

WHEREAS, the Coronavirus Aid, Relief, and Economic  
Security Act ("CARES Act") provides federal funds to  
municipalities including the Town of Hempstead, to take  
actions necessary to respond to the public health emergency;  
and

WHEREAS, the Town Board has created a COVID 19 Committee  
to review and approve such expenditures. In their due  
diligence, the Committee has approved COVID 19 related  
expenditures in the amount of \$459,422 that have been  
determined to be lawful, proper use of funds, in the public  
interest, and in compliance with the Treasury's promulgated  
guidance; and

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller of the Town of Hempstead  
be and hereby is authorized to transfer funds received per  
the "CARES Act" in the amount of \$ 459,422.

Item #

31

30283 +

Case #

1147

BE IT FURTHER RESOLVED, that such funds shall be recorded as Revenue in General Fund Revenue Account number 010-0012-90000-4786 titled "Cares Act Assistance":

The foregoing resolution was adopted upon roll call as follow:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AMENDMENT TO THE 2020 ADOPTED BUDGET TO INCREASE GENERAL FUND ESTIMATED REVENUES, AN INCREASE TO GENERAL FUND APPROPRIATIONS, AN INCREASE TO VARIOUS GENERAL FUND EXPENSE ACCOUNTS AND AN INCREASE OF THE CARES ACT ASSISTANCE REVENUE ACCOUNT IN THE TOWN OF HEMPSTEAD GENERAL FUND UNDISTRIBUTED.

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

INCREASE: 5100	ESTIMATED REVENUES	\$ 459,422
INCREASE: 9600	APPROPRIATIONS	\$ 459,422
	<u>EXPENSE ACCOUNTS</u>	
INCREASE: 010-0001-14100-4310	Town Clerk Misc. Mat. & Supplies	\$ 495
INCREASE: 010-0001-14900-4830	DGS - Janitorial Supplies	\$ 49,296
INCREASE: 010-0004-67720-4040	Senior Enrichment - Office Expense	\$ 138
INCREASE: 010-0004-67720-4151	Senior Enrichment - Fees & services	\$ 7,550
INCREASE: 010-0004-67720-4797	Senior Enrichment - Senior Citz. Prog	\$ 19,536
INCREASE: 010-0006-87300-4380	Conserv.&Watrwys - First Aid Supplies	\$ 3,717
INCREASE: 010-0006-87300-4600	Cemeteries - Internment Expense	\$ 48,200
INCREASE: 010-0012-90000-4790	Undistributed - Other Expense	\$ 330,490
	<u>REVENUE - UNDISTRIBUTED</u>	
INCREASE: 010-012-9000-4786	CARES ACT ASSISTANCE	\$ 459,422

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

32

30283 +

Case #

1147

CASE NO.

RESOLUTION NO.

Adopted:

      offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TRANSFER OF MONIES RECEIVED BY THE TOWN OF HEMPSTEAD THROUGH THE "CARES ACT," TO FUND UNBUDGETED NECESSARY EXPENSES INCURRED DIRECTLY RELATED TO THE COVID-19 PANDEMIC.

WHEREAS, the COVID-19 pandemic is causing a significant public health emergency in the Town of Hempstead, particularly impacting the Town's ability to pay for unbudgeted expenses incurred directly related to the COVID-19 pandemic; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") provides federal funds to municipalities including the Town of Hempstead, to take actions necessary to respond to the public health emergency; and

WHEREAS, the Town Board has created a COVID 19 Committee to review and approve such expenditures. In their due diligence, the Committee has approved COVID 19 related expenditures in the amount of \$ 529,749 that have been determined to be lawful, proper use of funds, in the public interest, and in compliance with the Treasury's promulgated guidance; and

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller of the Town of Hempstead be and hereby is authorized to transfer funds received per the "CARES Act" in the amount of \$ 529,749.

Item #

33

Case #

5 30283 6305



BE IT FURTHER RESOLVED, that such funds shall be recorded as Revenue in General Fund Revenue Account number 400-0007-71100-4786 titled "Cares Act Assistance":

The foregoing resolution was adopted upon roll call as follow:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and  
moved its adoption:

RESOLUTION AUTHORIZING AMENDMENT TO THE 2020 ADOPTED BUDGET TO INCREASE PARKS OPERATING FUND ESTIMATED REVENUES, AN INCREASE TO PARKS OPERATING FUND APPROPRIATIONS, AN INCREASE TO THE PARKS OPERATING FUND BUILDING MAINTENANCE EXPENSE ACCOUNT, RENT OF EQUIPMENT EXPENSE ACCOUNT, JANITORIAL SUPPLIES EXPENSE ACCOUNT AND THE INCREASE OF THE CARES ACT ASSISTANCE REVENUE ACCOUNT IN THE PARKS OPERATING FUND.

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

**400-0007-71100 PARKS OPERATING FUND:**

INCREASE: 5100	ESTIMATED REVENUES	\$ 529,749
INCREASE: 9600	APPROPRIATIONS	\$ 529,749
INCREASE: 4090	BUILDING MAINTENANCE EXPENSE	\$ 453,154
INCREASE: 4130	RENTS - EQUIPMENT	\$ 30,438
INCREASE: 4830	JANITORIAL SUPPLIES	\$ 46,157
INCREASE: 4786	CARES ACT ASSISTANCE	\$ 529,749

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

34

Case #

30283 +

5 6305

CASE NO.

RESOLUTION NO.

Adopted:

\_\_\_\_\_ offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE TRANSFER OF  
MONIES RECEIVED BY THE TOWN OF  
HEMPSTEAD THROUGH THE "CARES ACT," TO  
FUND UNBUDGETED NECESSARY EXPENSES  
INCURRED DIRECTLY RELATED TO THE  
COVID-19 PANDEMIC.

WHEREAS, the COVID-19 pandemic is causing a significant  
public health emergency in the Town of Hempstead,  
particularly impacting the Town's ability to pay for  
unbudgeted expenses incurred directly related to the COVID-  
19 pandemic; and

WHEREAS, the Coronavirus Aid, Relief, and Economic  
Security Act ("CARES Act") provides federal funds to  
municipalities including the Town of Hempstead, to take  
actions necessary to respond to the public health emergency;  
and

WHEREAS, the Town Board has created a COVID 19 Committee  
to review and approve such expenditures. In their due  
diligence, the Committee has approved COVID 19 related  
expenditures in the amount of \$2,110,000 to be distributed  
to Long Island Harvest Food Bank for a total amount not to  
exceed \$2,110,000 that have been determined to be lawful,  
proper use of funds, in the public interest, and in  
compliance with the Treasury's promulgated guidance; and  
NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller of the Town of Hempstead  
be and hereby is authorized to transfer funds received per  
the "CARES Act" in the amount of \$2,110,000.

Item #

35

Case #

30283

BE IT FURTHER RESOLVED, that such funds shall be recorded as Revenue in General Fund Revenue Account number 010-0012-90000-4786 titled "Cares Act Assistance":

The foregoing resolution was adopted upon roll call as follow:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AMENDMENT TO THE 2020 ADOPTED BUDGET TO INCREASE GENERAL FUND ESTIMATED REVENUES, AN INCREASE TO GENERAL FUND APPROPRIATIONS, AN INCREASE TO THE GENERAL FUND UNDISTRIBUTED OTHER EXPENSE ACCOUNT AND THE INCREASE OF THE CARES ACT ASSISTANCE REVENUE ACCOUNT IN THE TOWN OF HEMPSTEAD GENERAL FUND UNDISTRIBUTED.

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

010-0012-90000 GENERAL FUND - UNDISTRIBUTED:

INCREASE: 5100	ESTIMATED REVENUES	\$2,110,000
INCREASE: 9600	APPROPRIATIONS	\$2,110,000
INCREASE: 4790	OTHER EXPENSE	\$2,110,000
INCREASE: 4786	CARES ACT ASSISTANCE	\$2,110,000

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

5 30283 +  
1147

CASE NO.

RESOLUTION NO.

Adopted:

\_\_\_\_\_ offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE GRANT OF FUNDS TO THE INTERFAITH NUTRITION NETWORK LOCATED IN THE TOWN OF HEMPSTEAD, TO BE PAID FROM MONIES RECEIVED BY THE TOWN THROUGH THE "CARES ACT," TO REIMBURSE THEM FOR UNBUDGETED NECESSARY EXPENSES INCURRED DIRECTLY RELATED TO THE COVID-19 PANDEMIC.

WHEREAS, the COVID-19 pandemic is causing a significant public health emergency in the Town of Hempstead, particularly impacting individuals and families' abilities to meet their basic needs for food; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") provides federal funds to municipalities including the Town of Hempstead, to take actions necessary to respond to the public health emergency including but not limited to expenses related to providing food, and COVID-19 safety relief including but not limited to the reimbursement of the cost of Personal Protective Equipment, sanitizer and cleaning supplies, to mitigate the impact of the COVID-19 public health emergency; and

WHEREAS, the Interfaith Nutrition Network ("the INN") is a 501(c)(3) not-for-profit volunteer based organization with its principle offices located at 211 Fulton Avenue, Hempstead, NY 11550, that is an established and recognized entity which provides essential services to assist those challenged by hunger, homelessness and profound poverty, operating in the Town of Hempstead, that is ready, willing

Item #

37

Case #

30283

and able to accept funds to reimburse them for the cost they incurred and will incur to distribute necessary food items to at-risk residents within the Town of Hempstead, on an emergency basis from March 1 to December 30, 2020, at a total reimbursement cost to the Town of Hempstead of up to \$1,000,000; and

WHEREAS, the INN has submitted a written proposal detailing the expenditures and said proposal was reviewed by the Office of the Town Attorney; and

WHEREAS, the Office of the Town Attorney recommends to the Town Board that the grant of funds be made available as aforesaid; and

WHEREAS, the Town Board has determined that this is a proper expenditure to undertake on behalf of the residents of the Town of Hempstead; and

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller of the Town of Hempstead be and hereby is authorized to provide funds to the Interfaith Nutrition Network ("the INN"), with its principal offices located at 211 Fulton Avenue, Hempstead, NY 11550, in the amount not in excess of \$1,000,000.00, to reimburse the INN for the cost of necessary food and safety expenditures due to the COVID-19 public health emergency, that were not budgeted for, relating to the period of March 1, 2020 to December 30, 2020; and be it further:

RESOLVED, that the Comptroller shall make such reimbursement funds available upon presentation to him of all documentation he may deem necessary to confirm the lawful and proper use of the funds; and be it further:

RESOLVED, that any legal impediment to the foregoing is hereby superseded and overridden, pursuant to the emergency declaration issued by the Supervisor on March 16, 2020, and/or any other applicable law or declaration, which remains in effect, be it further:

RESOLVED, that all such funds shall be paid out of 010-0012-90000-4790.

The foregoing resolution was adopted upon roll call as follow:

AYES:

NOES:



CASE NO.

RESOLUTION NO.

Adopted:

\_\_\_\_\_ offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE TRANSFER OF  
MONIES RECEIVED BY THE TOWN OF  
HEMPSTEAD THROUGH THE "CARES ACT," TO  
FUND UNBUDGETED NECESSARY EXPENSES  
INCURRED DIRECTLY RELATED TO THE  
COVID-19 PANDEMIC.

WHEREAS, the COVID-19 pandemic is causing a significant  
public health emergency in the Town of Hempstead,  
particularly impacting the Town's ability to pay for  
unbudgeted expenses incurred directly related to the COVID-  
19 pandemic; and

WHEREAS, the Coronavirus Aid, Relief, and Economic  
Security Act ("CARES Act") provides federal funds to  
municipalities including the Town of Hempstead, to take  
actions necessary to respond to the public health emergency;  
and

WHEREAS, the Town Board has created a COVID 19 Committee  
to review and approve such expenditures. In their due  
diligence, the Committee has approved COVID 19 related  
expenditures in the amount of \$1,000,000 to be distributed  
to H2M Architects and Engineers for a total amount not to  
exceed \$1,000,000 that have been determined to be lawful,  
proper use of funds, in the public interest, and in  
compliance with the Treasury's promulgated guidance; and  
NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller of the Town of Hempstead  
be and hereby is authorized to transfer funds received per  
the "CARES Act" in the amount of \$1,000,000.

Item # \_\_\_\_\_

38  
30283+  
Case # 5 26420

BE IT FURTHER RESOLVED, that such funds shall be recorded as Revenue in General Fund Revenue Account number 010-0012-90000-4786 titled "Cares Act Assistance":

The foregoing resolution was adopted upon roll call as follow:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE TRANSFER OF  
MONIES RECEIVED BY THE TOWN OF  
HEMPSTEAD THROUGH THE "CARES ACT," TO  
FUND UNBUDGETED NECESSARY EXPENSES  
INCURRED DIRECTLY RELATED TO THE  
COVID-19 PANDEMIC.

WHEREAS, the COVID-19 pandemic is causing a significant  
public health emergency in the Town of Hempstead,  
particularly impacting the Town's ability to pay for  
unbudgeted expenses incurred directly related to the COVID-  
19 pandemic; and

WHEREAS, the Coronavirus Aid, Relief, and Economic  
Security Act ("CARES Act") provides federal funds to  
municipalities including the Town of Hempstead, to take  
actions necessary to respond to the public health emergency;  
and

WHEREAS, the Town Board has created a COVID 19 Committee  
to review and approve such expenditures. In their due  
diligence, the Committee has approved COVID 19 related  
expenditures in the amount of \$1,000,000 to be distributed  
to the Interfaith Nutrition Network (The INN) for a total  
amount not to exceed \$1,000,000 that have been determined to  
be lawful, proper use of funds, in the public interest, and  
in compliance with the Treasury's promulgated guidance; and  
NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller of the Town of Hempstead  
be and hereby is authorized to transfer funds received per  
the "CARES Act" in the amount of \$1,000,000.

Item #

39

Case #

30283

BE IT FURTHER RESOLVED, that such funds shall be recorded as Revenue in General Fund Revenue Account number 010-0012-90000-4786 titled "Cares Act Assistance":

The foregoing resolution was adopted upon roll call as follow:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AMENDMENT TO THE 2020 ADOPTED BUDGET TO INCREASE GENERAL FUND ESTIMATED REVENUES, AN INCREASE TO GENERAL FUND APPROPRIATIONS, AN INCREASE TO THE GENERAL FUND UNDISTRIBUTED OTHER EXPENSE ACCOUNT AND THE INCREASE OF THE CARES ACT ASSISTANCE REVENUE ACCOUNT IN THE TOWN OF HEMPSTEAD GENERAL FUND UNDISTRIBUTED.

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

**010-0012-90000 GENERAL FUND - UNDISTRIBUTED:**

INCREASE: 5100	ESTIMATED REVENUES	\$2,000,000
INCREASE: 9600	APPROPRIATIONS	\$2,000,000
INCREASE: 4790	OTHER EXPENSE	\$2,000,000
INCREASE: 4786	CARES ACT ASSISTANCE	\$2,000,000

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 40  
30283 +  
Case # 5 1147

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE PAYMENT  
OF PUBLIC SAFETY INSURANCE PREMIUM.

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

WHEREAS, the Town in compliance with this statute has obtained a quote from Berkley Assurance through the Town's broker, Marsh U.S.A., Inc., in the amount of \$11,080.56 for the policy period of July 1, 2020 to July 1, 2021; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to make payment of the required insurance premium in the amount of \$11,080.56 (\$10,678.00 premium, \$18.15 stamping fee and \$384.41 surplus lines tax) to Marsh U.S.A. Inc., P.O. Box 417724, Boston, MA 02241-7724 with such payment to be made from Account No. 010-001-1910-4070.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 41

Case # 16452

ADOPTED:

Councilperson  
and moved its adoption:

offered the following resolution

RESOLUTION AUTHORIZING TEMPORARY MILEAGE ALLOWANCE  
FOR THIRTEEN EMPLOYEES ASSIGNED TO LOCATIONS  
DISTANTLY LOCATED FROM TOWN MOTOR POOL FACILITIES.

WHEREAS, the Town of Hempstead has established a motor pool, where feasible, in order to eliminate the cost of mileage allowance reimbursement for Town employees previously required to use their personal automobiles in the performance of their official duties; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has advised this Town Board that it is not feasible to provide motor pool transportation for Thirteen (13) seasonal employees assigned to the Department of Parks and Recreation who require vehicular transportation in the performance of their official duties; and he therefore recommends authorization of mileage allowance in this instance; and

WHEREAS, this Town Board concurs that mileage allowance authorization is justified and necessary for this class of seasonal employees;

NOW, THEREFORE, BE IT

RESOLVED, that the following seasonal employees, each assigned to the Department of Parks and Recreation who are distantly located from Town motor pool facilities, and be compensated pursuant to the Federally established IRS mileage reimbursement allowance for use of such automobile for performance of official duties during the span of time set-forth herein;

June 1, 2020 through October 1, 2020

- |                   |                          |
|-------------------|--------------------------|
| Adams, Jennifer   | Captain                  |
| Conlon, Kristin   | Pool Safety Supervisor 1 |
| Flynn, Kristen    | Captain                  |
| Gilroy, Ann Marie | Pool Safety Supervisor 2 |
| Greene, Rachel    | Captain                  |
| Larkin, Gregory   | Pool Safety Supervisor 1 |
| McCarthy, Erin    | Captain                  |
| Murnane, Danielle | Pool Safety Supervisor 1 |
| O'Mara, Deidre    | Senior Lieutenant        |
| Ryan, Daniel      | Pool Safety Supervisor 3 |
| Saade, Nicole     | Senior Lieutenant        |
| Tusa, Kayla       | Captain                  |
| Witte, Linda      | Pool Safety Supervisor 1 |

AND BE IT

FURTHER RESOLVED, that payment of reimbursement claims submitted by the thirteen (13) authorized employees be charged against the Department of Parks and Recreation Account No. 400-007-7110-4140; Auto Expense.

The forgoing resolution was adopted upon roll call as follows:

AYES:

Item #

72

NOES:

Case #

9

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ONE (1) REPRESENTATIVE OF THE DEPARTMENT OF WATER TO ATTEND A RE-CERTIFICATION COURSE FOR NEW YORK STATE BACKFLOW PREVENTION DEVICE TESTER

WHEREAS, the Town of Hempstead Department of Water is responsible for inspecting backflow prevention devices throughout its Water Districts as well as inspect and test backflow prevention devices at a number of Town owned facilities; and

WHEREAS, performing said backflow prevention device inspections and tests requires a certification obtained by attending a New York State Department of Health approved course; and

WHEREAS, in order to maintain said certification, a person is required to attend a recertification course every three years; and

WHEREAS, one (1) employee of the Department of Water, Gary Esopa, currently possess certifications which is set to expire requiring him to attend a recertification course in order to keep his certifications current, and

WHEREAS, DST-NY, LLC, P.O. Box 235, Bethpage, New York 11714 has scheduled a recertification course to be given on Tuesday, October 6, 2020 from 8am – 4pm and to be held at 1177 Sunrise Highway, Copiague, New York at a cost of \$350.00, and

WHEREAS, the Commissioner of the Department of Water deems it to be in the best interest of the Town that this employee attends the recertification course in order to retain his certifications.

NOW, THEREFORE, BE IT

RESOLVED, that, one (1) employee of the Department of Water, Gary Esopa, is hereby authorized to attend a recertification course for backflow prevention device tester on October 6, 2020 to be given by DST-NY, LLC, P.O. Box 235, Bethpage, New York 11714 and to be held at 1177 Sunrise Highway, Copiague, New York; and

BE IT FURTHER RESOLVED that the Supervisor be and hereby is authorized and directed to make payment of fee for said recertification course to be paid from and charged against Water Department Account 500-006-8310-4470, and not to exceed Three-hundred fifty dollars (\$350.00)

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 43

Case # 12130



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PAYMENT BY THE TOWN OF HEMPSTEAD IN THE SUM OF TWENTY THOUSAND DOLLARS (\$20,000) TO RICHNER COMMUNICATIONS INC. FOR THE PUBLICATION OF COVID-19 PUBLIC INFORMATION ADVERTISEMENTS IN COMMUNITY NEWSPAPERS

WHEREAS, Richner Communications, 2 Endo Boulevard, Garden City, New York 11530, agreed to publish an advertisement in several community newspapers in the July 11, 2020, July 18, 2020, July 30, 2020 and July 31, 2020 editions, in order to disseminate important public information related to Hempstead Town's services during the COVID-19 pandemic for the sum of \$20,000.

WHEREAS, the Office of Communications and Public Affairs deems that it is in the public interest of the Town of Hempstead to cause said advertisement to be published; and

WHEREAS, this Town Board deems that the publication of said advertisement in the above-stated publication is in the public interest of the Town of Hempstead;

And

WHEREAS, the community newspapers that have agreed to advertise are listed below, along with the cost and date of advertisement:

NEWSPAPERS	COST	ISSUE DATE
	\$9,500	July 11, 2020
	(Full page)	

- Baldwin Herald
- Bellmore Herald Life
- East Meadow Herald
- Franklin Square/Elmont Herald
- Freeport Herald Leader
- Garden City News
- Hempstead Beacon
- Long Beach Herald
- Lynbrook/East Rockaway Herald
- Malverne/West Hempstead Herald
- Merrick Herald Life
- Nassau Herald
- Oceanside/Island Park Herald
- Rockville Centre Herald
- Seaford Herald Citizen

Item # 74

Case # 6473

South Shore Record  
Uniondale Beacon  
Valley Stream Herald  
Wantagh Herald Citizen  
LIHerald.com

\$500

July 18, 2020

**NEWSPAPERS**

**COST**

**ISSUE DATE**

\$9,500

July 30, 2020

(Full page)

Baldwin Herald  
Bellmore Herald Life  
East Meadow Herald  
Franklin Square/Elmont Herald  
Freeport Herald Leader  
Garden City News  
Hempstead Beacon  
Long Beach Herald  
Lynbrook/East Rockaway Herald  
Malverne/West Hempstead Herald  
Merrick Herald Life  
Nassau Herald  
Oceanside/Island Park Herald  
Rockville Centre Herald  
Seaford Herald Citizen  
South Shore Record  
Uniondale Beacon  
Valley Stream Herald  
Wantagh Herald Citizen  
Jewish Star

\$500

July 31, 2020

(Full page)

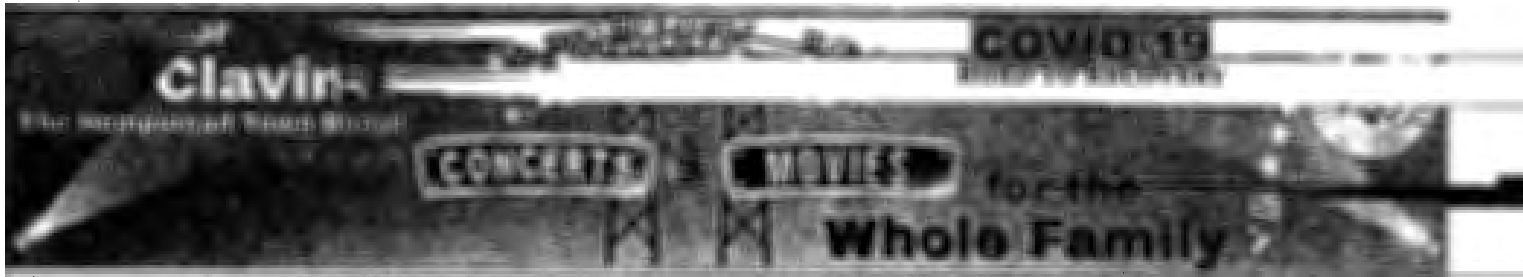
**NOW, THEREFORE, BE IT**

**RESOLVED**, that the publication of said advertisements to inform the public of time sensitive Town of Hempstead service changes and updates related to the Coronavirus during the pandemic in the above-stated publications be and the same is hereby ratified and confirmed in the sum of \$20,000, said payment to be made out of and charged against the **town's Miscellaneous Revenue account No. 010-012-9000-4790**

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

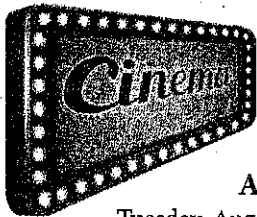


## 2020 FREE SUMMER DRIVE-IN CONCERTS

All concerts start at 8 p.m. at Town Park, Point Lookout  
Town residents only. First-come, first-serve basis.

### August

- 1 Bad Animals will get "Crazy on You" when they play the sounds of Heart.
- 3 Beginnings is a "Hard Habit to Break" as they perform the hits of Chicago.
- 5 Enjoy the sounds of "Motown" & more with Jerome "City" Smith.
- 7 There will be no "Evil Woman" as Strange Magic sings the hits of Electric Light Orchestra.
- 8 It will be "Hip to be Square" when Back in Time sings the hits of Huey Lewis and the News.
- 10 "The Angels Listened In" on Johnny Maestro Tribute Band.
- 12 It is "Urgent" for you to see Double Vision - The Foreigner Experience
- 14 Rishard Lampese and his Rat Pack Tribute perform the music of Frank Sinatra, Dean Martin and Sammy Davis, Jr.
- 15 Enjoy one of Long Island's favorite & most talented eclectic rock bands, Wonderous Stories.
- 17 There will be "Good Vibrations" as Endless Summer pays tribute to the Beach Boys.
- 19 You won't be like "Rip Van Winkle" and sleep while The Devotions rock Point Lookout.
- 21 You will not be living a "Fantasy" hearing Shining Star - An Earth Wind and Fire Tribute.
- 22 "You May Be Right" but there is no "Pressure" when Songs in the Attic - the music of Billy Joel featuring David Clark.



## 2020 FREE SUMMER DRIVE-IN MOVIE SERIES

Movies will begin at sunset, and attendees are urged to arrive early.  
Town residents only. First-come, first-serve basis.

### A Dog's Journey

Tuesday, August 4 at Newbridge Road Park  
2600 Newbridge Road, Bellmore

### E.T.

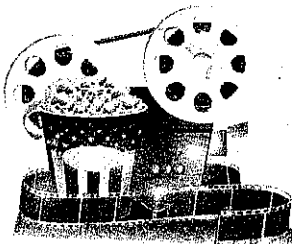
Thursday, August 6 at Echo Park  
399 Nassau Blvd., West Hempstead

### Trolls

Tuesday, August 11 at Seamans Neck Park  
2700 S. Seamans Neck Rd., Seaford

### Frozen 2

Thursday, August 13 at Camp ANCHOR  
630 Lido Blvd., Lido Beach



### Aladdin (2019)

Tuesday, August 18 at Western Beef (Town Parking Lot R-1)  
322 Nassau Blvd., Roosevelt

### The Secret Life of Pets 2

Thursday, August 20 at Echo Park  
399 Nassau Blvd., West Hempstead

### Onward

Tuesday, August 25 at Baldwin Park  
3232 S. Grand Ave., Baldwin

### How to Train Your Dragon 3

Thursday, August 27 at Rath Park  
849 Fenworth Blvd., Franklin Square



**Donald X. Clavin, Jr.**

Supervisor

Frank Zangla  
Commissioner, Parks & Recreation

#### Council Members

Dorothy L. Goosby  
Anthony P. D'Esposito  
Thomas E. Muscarolla

Bruce A. Blakeman  
Dennis Dunne, Sr.  
Christopher Carini

Kate Murray  
Town Clerk

Jeanine C. Driscoll  
Receiver of Taxes

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AMENDMENT TO PURCHASE CONTRACT #52-2020 BETWEEN THE TOWN OF HEMPSTEAD AND WESTBURY PAPER STOCK CORP.

WHEREAS, on August 4, 2020 this Town Board did award Purchase Contract 52-2020 for the Yearly Requirements for Transfer of Municipal Solid Waste From Transfer Facility to Covanta Energy Facility to Westbury Paper Stock Corp. (hereinafter Westbury Paper) ; and

WHEREAS, the Department of Sanitation's commercial and residential disposal areas are open on Sunday, however, the Covanta Facility is not; and

WHEREAS, in effort to empty the Transfer Facility completely on Sunday, the Town would like Westbury Paper to stage walking floor trailers at the Merrick Transfer Station Facility, so that the Town can load Municipal Solid Waste on Sunday so that it ready to be transferred to the Covanta Facility on the next business day; and

WHEREAS, there is no additional costs associated to the Town for this Amendment; and

WHEREAS, the parties have reached an agreement and wish to reduce the terms of the agreement to writing;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Sanitation be and is hereby authorized to execute an Amendment to the Purchase Contract 52-2020 for the Yearly Requirements for Transfer of Municipal Solid Waste From Transfer Facility to Covanta Energy Facility for the above referenced purposes.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 45  
Case # 17083

**AMENDEMENT TO PURCHASE CONTRACT #52-2020**  
**Yearly Requirements for Transfer of Municipal**  
**Solid Waste from Transfer Facility to Covanta Energy Facility**

Purchase Contract #52=2020 by and between the Town of Hempstead and Westbury Paper Stock Corp. is hereby amended as follows:

1. Westbury Paper shall stage walking floor trailers in the care of the Town at the Merrick Transfer Station Facility, at no expense to the Town, so that the Town can load MSW from the Transfer Facility into said trailers on Sunday.
2. Westbury Paper shall provide a sufficient number of trailers on site for the Town's loading operations.
3. The Town agrees to take full responsibility for any loss or damage to the Westbury Paper's trailers while they are in the town's possession and/or used for the purposes of this Contract. This includes, but is not limited to, loss from theft; damage from vandalism; damage from collision; damage from fire; or general damage.
4. The Town agrees to use and load the trailers in a safe manner and in compliance with the requirements of the New York State Department of Environmental Conservation and the New York State Department of Transportation and all other regulatory agencies having jurisdiction while the trailers are under the control of the Town.
5. The Town shall not be permitted to utilize the trailers for any purpose other than the purpose of this Contract.
6. The Town shall not be permitted to transport the trailers off the Merrick Transfer Facility site.
7. This Amendment does not alter, modify or change any other terms of this Contract and all the terms of Contract #50-2020 are ratified and confirmed and remain in full force and effect.

Town of Hempstead

Westbury Paper Stock Corp.

By: John P. Conroy, Commissioner  
Dated: September , 2020

By: Evelyn Core, President  
Dated: September , 2020

Case No.

Resolution No.

Adopted

offered the following resolution and moved its adoption as follows:

**RESOLUTION RATIFYING AND CONFIRMING PRIOR PARTIAL PAYMENTS AND AUTHORIZING  
ADDITIONAL PAYMENTS TO CERTAIN VENDORS FOR THE  
RENTAL OF "PRE-FAB" GUARD BOOTHS**

WHEREAS, in light of the COVID-19 Public Health Emergency and the need to implement social distancing guidelines, the Receiver of Taxes determined it necessary and appropriate to provide for the ability of residents to pay their Town taxes at satellite locations consisting of "pre-fab" guard booths to be situated in various Town Parks; and the Department of Conservation and Waterways determined it necessary and appropriate to add additional guard booths at the Town's East and West Marina's in order to deter the parking of cars at these facilities when maximum parking capacity had been reached at the Town's beaches; and

WHEREAS, in keeping with the requests of its sister departments for additional guard booths, the Department of Parks and Recreation entered into arrangements with the following vendors with respect to the rental of such "pre-fab" guard booths for the period covering April 22, 2020 through and including November 1, 2020:

1. Cassone Leasing, Inc.  
1900 Lakeland Avenue  
Ronkonkoma, NY
2. Cerco Products, Inc.  
127 Dale Street  
West Babylon, NY 11704
3. Call-A-Head  
304 Crossbay Blvd.  
Broad Channel, NY 11693

and

WHEREAS, in conjunction with the rental of such of "pre-fab" guard booths by the Town, each of the three above referenced vendors have submitted corresponding invoices/claims to the Town in the following respective total amounts: (i) Cassone Leasing, Inc. (\$10,506.32); Cerco Products, Inc. (\$6,910.00); and (iii) Call-A-Head (\$3,080.00); and

WHEREAS, with respect to the above referenced invoices/claims, the Town has previously made the following respective partial payments: (i) Cassone Leasing, Inc., (\$3,187.60); (ii) Cerco Products, Inc., (\$4,170.00) and (iii) Call-A-Head (\$0.00); and

WHEREAS, the Commissioner of the Department of Parks and Recreation: (i) hereby confirms that the "pre-fab" guard booths represented by the subject invoices submitted to the Town by each of the three vendors were, in fact, provided; and (ii) hereby recommends to this Town Board that the Town ratify and confirm the aforementioned prior partial payments as well as authorize payment of the remaining balance of the specific "pre fab" guard booth rental invoices.

NOW, THEREFORE, BE IT

RESOLVED, that the rental of certain "pre-fab" guard booths by the Town, as well as the previous partial payment of invoices with regard thereto, are hereby ratified and confirmed and this Town Board hereby further authorizes the payment of the following respective balance of invoice/claim payment to each of: Cassone Leasing, Inc., in the amount of \$7,318.72; Cerco Products, Inc., in the amount of \$2,740.00; and Call-A-Head in the amount of \$3,080.00; and

Item #

46

Case #

30283  
10850, 6874

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption by the Hempstead Town Board:

RESOLUTION AUTHORIZING THE PAYMENT OF ANNUAL MEMBERSHIP DUES FOR THE TOWN OF HEMPSTEAD TO THE ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK

WHEREAS, the dues for the annual membership in the Association of Towns of the State of New York for the most recent calendar year are due; and

WHEREAS, it is deemed to be advantageous to the Town and in the public interest to continue membership in said Association; and

WHEREAS, the Town of Hempstead will be provided with training programs, continuing education, research and informational services, technical assistance, legal services, insurance programs and a variety of publications by membership in the Association; and

WHEREAS, the Association of Towns of the State of New York represents town government by providing advocacy in Albany to the State Legislature and Executive Chamber, monitors state legislation and regulatory action, lobbies and presents initiatives solely on behalf of townships;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 116 of the Town Law of the State of New York, as amended, payment of the aforesaid dues for the the most recent calendar year to the Association of Towns of the State of New York, located at 150 State Street, Albany, New York, 12207, in an amount not to exceed \$2,500.00 is authorized, subject to presentation of an invoice from the Association acceptable to the Town Comptroller; and BE IT FURTHER

RESOLVED, that these actual and necessary expenses in the total sum of not more than \$2,500.00 be paid pursuant to the provisions of Section 77-b of the General Municipal Law of the State of New York, to be charged against and paid out of Minority Councilmatic District Account No. 010-001-1017-4230 in the sum of 1/6 of the total amount and Majority Councilmatic District Account No. 010-001-1018-4230 in the sum of 5/6 of the total amount.

The foregoing resolution was adopted upon a roll call vote as follows:

AYES:

NOES:

Item # 47

Case # 1119

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO SEA PRO MARINE DOCK BUILDERS INC FOR OUTFALL PIPE REPLACEMENT LOCATED AT 3112 LEE PLACE, BELLMORE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, it was necessary to reset existing Town of Hempstead outfall pipe located at 3112 Lee Place, Bellmore, NY; and

WHEREAS, Sea Pro Marine Dock Builders Inc., 2333 Fowler St., North Bellmore, NY 11710, submitted a quotation of \$1500.00 for the cost of resetting an existing Town of Hempstead outfall pipe located at 3112 Lee Place, Bellmore, NY; and

WHEREAS, the Engineering Department reviewed the price quoted and found it to be fair and reasonable cost for the work involved;

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller is authorized and directed to make payments to Sea Pro Marine Dock Builders Inc., for resetting an existing Town of Hempstead outfall pipe located at 3112 Lee Place, Bellmore, NY, and that such expenditures be charged to Highway Capital Improvement account # 9572-503-9572-5010, not exceed the sum of \$1500.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

48

Case #

14822



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION ACCEPTING BID AND AWARDING  
THE CONTRACT FOR THE RECONSTRUCTION OF  
RETAINING WALL AT HARBOR ISLE BEACH,  
ISLAND PARK, NY, PW #9-20**

WHEREAS, the Commissioner of General Services, on behalf of the Department of Parks and Recreation, advertised for bids for the Reconstruction of Retaining Wall at Harbor Isle Beach, Island Park, NY, PW #9-20; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on August 18, 2020 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>Bid</u>
Stasi Industries 303 Winding Road Old Bethpage, NY 11804	\$64,178.00
Capital Renovation Corp. 1596 Vestry Road Wantagh, NY 11793	\$87,860.00
TDI Construction 2B Greatwood Road Manorhaven, NY 11750	\$94,640.00
PSL Industries Inc. 640 6 <sup>th</sup> Street Ronkonkoma, NY 11779	\$119,215.00
Chesterfield Associates Inc. PO Box 1229 Westhampton Beach, NY 11978	\$203,000.00
MTS Infrastructure LLC 135 Lafayette Ave. White Plains, NY 10603	\$212,415.00
Thomas Novelli Contracting 41 Sarah Drive Farmingdale, NY 11735	\$332,500.00

and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the lowest bid was received from Stasi Industries, 303 Winding Road, Old Bethpage, NY, 11804, in the sum of \$64,178.00 and has recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified; and

Item # 49

Case # 16905

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Stasi Industries in connection with the Reconstruction of Retaining Wall at Harbor Isle Beach, Island Park, NY in the amount of \$64,178.00 be accepted subject to the execution of a contract by it; and

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 7A21-509-7A21-5010.

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 AMENDING RESOLUTION NUMBERS 641-2019, 642-2019, 643-2019, 644-2019, 645-2019 AND 646-2019 AUTHORIZING THE EXECUTION OF AGREEMENTS WITH ENGINEERING FIRMS FOR ON-CALL CONSULTING SERVICES IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, pursuant to Resolutions numbers 641-2019, 642-2019, 643-2019, 644-2019, 645-2019 and 646-2019 duly adopted by the Town Board on June 11, 2019 the Town authorized the execution of agreements with Engineering Firms for On-Call services for Construction Management, Engineering Design, Engineering Related Studies Services, Material Testing Services, Surveying Services, and Technology Services; and

WHEREAS, the above resolutions stated that the Comptroller be authorized and directed to make payments from time to time pursuant to said agreements from Town Highway Capital Improvement Account No. 9571-503-9571-5010; and

WHEREAS, to allow proper payments to the On-Call Consultants, pursuant to said agreements, the Commissioner of the Department of Engineering (the "Commissioner") has recommended that the Town amend the resolutions to authorize further payments be made from the appropriate Town Highway Capital Improvement Funds; 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, the Comptroller be and hereby is authorized and directed to make payments to the On-Call Consultants, pursuant the Agreements from the appropriate Town Highway Capital Improvement Funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

50

Case #

30139 28103

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING A STANDARD WORK DAY FOR ELECTIVE OFFICERS AND/OR CERTAIN APPOINTED POSITIONS IN THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town is required to report to the New York State and Local Retirement System the number of work hours per day per week of certain elected and appointed officials.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town of Hempstead / Location code 30007 hereby establishes the following standard work days for elected and/or appointed officials and will report the following days worked to the New York State and Local Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body:

TITLE	NAME	STANDARD WORK DAY	TERM BEGINS/ENDS	DAYS/MONTH
<b>ELECTED OFFICIALS</b>				
Supervisor	Donald X. Clavin, Jr.	7.25	1/1/2020-12/31/2021	26
Clerk	Kate Murray	7.5	1/1/2020-12/31/2021	23
Receiver of Taxes	Jeanine C. Driscoll	8	1/1/2020-12/31/2023	26
Councilperson	Bruce Blakeman	6	1/1/2020-12/31/2023	19
Councilperson	Thomas E. Muscarella	6	1/1/2020-12/31/2023	19.67

and be it further,

**RESOLVED**, that certified copies of this resolution be provided to all persons and entities required to receive same.

The vote on the foregoing resolution was recorded as follows:

Ayes:

Nays:

I, Kate Murray, clerk of the governing board of the Town of Hempstead of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the \_\_\_ day of \_\_\_\_\_, 2020 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

**Dated:** Hempstead, New York  
\_\_\_\_\_, 2020

Item # 51

Case # 24158

Resolution – Amending Resolution No. 80-2020 Re: Various offices,  
position & occupations in the Town Government of the Town of  
Hempstead.

Item # 52  
Case # 7

CASE NO. 30309

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. 88-2020, 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 September 22, 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. 88-2020, 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 # 53  
Case # 30309

## 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 22<sup>nd</sup> day of September, 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:

NORTH VALLEY STREAM Section 202-18	CENTRAL AVENUE (TH 175/20) East Side - 90 MINUTE PARKING 8 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 23 feet north of the north curbline of Milford Lane north for a distance of 67 feet.
	MILDFORD LANE (TH 175/20) North Side - 90 MINUTE PARKING 8 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS - staring at a point 32 feet east of the east of the east curbline of Central Avenue east for a distance of 23 feet.
	MILFORD LANE (TH 175/20) North Side - 90 MINUTE PARKING 8 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 82 feet east of the east curbline of Central Avenue east to the west curbline of Salem Road.
OCEANSIDE Section 202-13	CHESTNUT STREET (TH 173/20) West Side - 15 MINUTE PARKING MONDAY THROUGH SATURDAY 9 AM TO 10 PM - starting at a point 30 feet north of the north curbline of Merrick Road north for a distance of 30 feet.
	CHESTNUT STREET (TH 173/20) West Side - 1 HOUR PARKING MONDAY THROUGH SATURDAY 9 AM TO 10 PM - starting at a point 60 feet north of the north curbline of Merrick Road north for a distance of 38 feet.
WEST HEMPSTEAD Section 202-20	HEMPSTEAD AVENUE (TH 205/20) North Side - ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS - starting at a point 70 feet west of the west curbline of Poplar Street west for a distance of 80 feet.

HEMPSTEAD AVENUE (TH 205/20) North Side  
- ONE HOUR PARKING 9 AM TO 9 PM EXCEPT  
SUNDAYS - starting at a point 12 feet  
east of the east curblineline of Spruce  
Street east for a distance of 93 feet.

MAPLEWOOD STREET (TH 205/20) West Side  
- 30 MINUTE PARKING 7 AM TO 5 PM EXCEPT  
SUNDAYS AND HOLIDAYS - starting at a  
point 54 feet north of the north  
curblineline of Hempstead Avenue north to  
the south curblineline of Fairlawn Avenue.

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

NORTH VALLEY STREAM      MILDFOURD LANE (TH 404/73) North Side -  
Section 202-18              90 MINUTE PARKING 8 AM TO 5 PM EXCEPT  
                                 SUNDAYS AND HOLIDAYS - starting at a  
                                 point 30 feet from the east curblineline of  
                                 Central Avenue east to west curblineline of  
                                 Salem Road. (Adopted 12/18/73)

WEST HEMPSTEAD              HEMPSTEAD AVENUE (TH 457/09) North Side  
Section 202-20              - ONE HOUR PARKING 9 AM TO 9 PM EXCEPT  
                                 SUNDAYS - starting at a point 70 feet  
                                 west of the west curblineline of Poplar  
                                 Street west to the east curblineline of  
                                 Spruce Street. (Adopted 11/10/09)

CHESTNUT STREET (TH 292/89) North Side  
- TWO HOUR PARKING 11 AM TO 10 PM  
EXCEPT SATURDAYS AND SUNDAYS - starting  
at a point 40 feet east of the east  
curblineline of Hempstead Avenue east to  
the west curblineline of Tudor Place.  
(Adopted 1/9/90)

MAPLEWOOD STREET (TH 492/92) West Side  
- 30 MINUTE PARKING 7 AM TO 5 PM EXCEPT  
SUNDAYS AND HOLIDAYS - starting at a  
point 40 feet north of the north  
curblineline of Hempstead Avenue north to  
the south curblineline of Fairlawn Avenue.  
(Adopted 6/29/93)

It may be viewed on the Hempstead website, at  
[www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to  
be heard in person in accordance with applicable social  
distancing regulations, or real time telephonic communication,  
see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)



Dated: September 8, 2020  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
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 eighteen of two thousand twenty is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

NORTH VALLEY STREAM  
Section 202-18

CENTRAL AVENUE (TH 175/20) East Side – 90 MINUTE PARKING 8 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 23 feet north of the north curbline of Milford Lane north for a distance of 67 feet.

MILDFORD LANE (TH 175/20) North Side – 90 MINUTE PARKING 8 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 32 feet east of the east of the east curbline of Central Avenue east for a distance of 23 feet.

MILFORD LANE (TH 175/20) North Side – 90 MINUTE PARKING 8 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 82 feet east of the east curbline of Central Avenue east to the west curbline of Salem Road.

OCEANSIDE  
Section 202-13

CHESTNUT STREET (TH 173/20) West Side – 15 MINUTE PARKING MONDAY THROUGH SATURDAY 9 AM TO 10 PM – starting at a point 30 feet north of the north curbline of Merrick Road north for a distance of 30 feet.

CHESTNUT STREET (TH 173/20) West Side – 1 HOUR PARKING MONDAY THROUGH SATURDAY 9 AM TO 10 PM – starting at a point 60 feet north of the north curbline of Merrick Road north for a distance of 38 feet.

WEST HEMPSTEAD  
Section 202-20

HEMPSTEAD AVENUE (TH 205/20) North Side – ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS – starting at a point 70 feet west of the west curbline of Poplar Street west for a distance of 80 feet.

HEMPSTEAD AVENUE (TH 205/20) North Side – ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS – starting at a point 12 feet east of the east curbline of Spruce Street east for a distance of 93 feet.

MAPLEWOOD STREET (TH 205/20) West Side – 30 MINUTE PARKING 7 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 54 feet north of the north curbline of Hempstead Avenue north to the south curbline of Fairlawn Avenue.

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 eighteen of two thousand twenty is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

NORTH VALLEY STREAM  
Section 202-18

MILDFORD LANE (TH 404/73) North Side – 90 MINUTE PARKING 8 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 30 feet from the east curbline of Central Avenue east to west curbline of Salem Road. (Adopted 12/18/73)

**WEST HEMPSTEAD**  
Section 202-20

**HEMPSTEAD AVENUE (TH 457/09) North Side – ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS – starting at a point 70 feet west of the west curbline of Poplar Street west to the east curbline of Spruce Street. (Adopted 11/10/09)**

**CHESTNUT STREET (TH 292/89) North Side – TWO HOUR PARKING 11 AM TO 10 PM EXCEPT SATURDAYS AND SUNDAYS – starting at a point 40 feet east of the east curbline of Hempstead Avenue east to the west curbline of Tudor Place. (Adopted 1/9/90)**

**MAPLEWOOD STREET (TH 492/92) West Side – 30 MINUTE PARKING 7 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 40 feet north of the north curbline of Hempstead Avenue north to the south curbline of Fairlawn Avenue. (Adopted 6/29/93)**

**Section 3. This local law shall take effect immediately upon filing with the secretary of state.**

CASE NO. 30310

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. 89-2020, 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 September 22, 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. 89-2020, 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 # 54  
Case # 30310

## 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 22<sup>nd</sup> day of September, 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:

### FRANKLIN SQUARE

SECOND AVENUE (2<sup>nd</sup> Avenue) (TH 170/20)  
South Side - NO STOPPING HERE TO CORNER  
- starting at the west curblane of  
Third Street (3<sup>rd</sup> Street) west for a  
distance of 25 feet.

SECOND AVENUE (2<sup>nd</sup> Avenue) (TH 170/20)  
South Side - NO STOPPING HERE TO CORNER  
- starting at the east curblane of  
Third Street (3<sup>rd</sup> Street) east for a  
distance of 20 feet.

SECOND AVENUE (2<sup>nd</sup> Avenue) (TH 170/20)  
North Side - NO STOPPING HERE TO CORNER  
- starting at the east curblane of  
Third Street (3<sup>rd</sup> Street) east for a  
distance of 20 feet.

THIRD STREET (3<sup>rd</sup> Street) (TH 170/20)  
West Side - NO STOPPING HERE TO CORNER  
- starting at the north curblane of  
Second Avenue (2<sup>nd</sup> Avenue) north for a  
distance of 20 feet.

THIRD STREET (3<sup>rd</sup> Street) (TH 170/20)  
East Side - NO STOPPING HERE TO CORNER  
- starting at the north curblane of  
Second Avenue (2<sup>nd</sup> Avenue) north for a  
distance of 20 feet.

THIRD STREET (3<sup>rd</sup> Street) (TH 170/20)  
East Side - NO STOPPING HERE TO CORNER  
- starting at the south curblane of  
Second Avenue (2<sup>nd</sup> Avenue) south for a  
distance of 20 feet.

THIRD STREET (3<sup>rd</sup> Street) (TH 170/20)  
West Side - NO STOPPING HERE TO CORNER  
- starting at the south curbline of  
Second Avenue (2<sup>nd</sup> Avenue) south for a  
distance of 20 feet.

MERRICK

CAMP AVENUE (TH 293/20) North Side - NO  
STOPPING HERE TO CORNER - starting at  
the east curbline of Lewis Road east  
for a distance of 60 feet.

CAMP AVENUE (TH 293/20) South Side - NO  
STOPPING HERE TO CORNER - starting at  
the east curbline of Pettit Avenue east  
for a distance of 40 feet.

NORTH VALLEY STREAM

CENTRAL AVENUE (TH 175/20) East Side -  
NO STOPPING HERE TO CORNER - starting  
at the north curbline of Milford Avenue  
north for a distance of 23 feet.

OCEANSIDE

BROWER AVENUE (TH 167/20) South Side -  
NO STOPPING ANYTIME - starting at a  
point 70 feet east of the east curbline  
of Harold Street east for a distance of  
100 feet.

UNIONDALE

MACON PLACE (TH 210/20) North Side - NO  
STOPPING HERE TO CORNER - starting at  
the east curbline of Uniondale Avenue  
east for a distance of 44 feet.

MACON PLACE (TH 210/20) South Side - NO  
STOPPING HERE TO CORNER - starting at  
the east curbline of Uniondale Avenue  
east for a distance of 44 feet.

UNIONDALE AVENUE (TH 210/20) East Side  
- NO STOPPING HERE TO CORNER - starting  
at the north curbline of Macon Place  
north for a distance of 30 feet.

WEST HEMPSTEAD

CHESTNUT STREET (TH 205/20) East Side -  
NO STOPPING ANYTIME - starting at a  
point 20 feet south of the south  
curbline of Hempstead Avenue south for  
a distance of 107 feet at the Northeast  
curbline of Tudor Place

CHESTNUT STREET (TH 205/20) West Side -  
NO STOPPING ANYTIME - starting at a  
point 20 feet south of the south  
curbline of Hempstead Avenue south for  
a distance of 130 feet.

HEMPSTEAD AVENUE (TH 205/20) North Side  
- NO STOPPING ANYTIME - starting at a  
point 150 feet west of the west  
curbline of Poplar Street west for a  
distance of 70 feet.

MAPLEWOOD STREET (TH 205/20) West Side  
- NO STOPPING HERE TO CORNER - starting  
at the north curblineline of Hempstead  
Avenue north for a distance of 54 feet.

SCHOOL STREET (TH 205/20) South Side -  
NO STOPPING HERE TO CORNER - starting  
at the east curblineline of Chestnut Street  
east for a distance of 30 feet.

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

OCEANSIDE                      KENNETH PLACE (TH 39/20) NO PARKING  
ANYTIME - starting at a point 122 feet  
south of the south curblineline of Atlantic  
Avenue south for a distance of 62 feet.  
(Adopted 5/19/20)

WEST HEMPSTEAD                CHESTNUT STREET (TH 292/89) North Side  
- NO STOPPING HERE TO CORNER - starting  
at the east curblineline of Hempstead  
Avenue east for a distance of 40 feet.

CHESTNUT STREET (TH 39/73) South Side -  
NO STOPPING HERE TO CORNER - starting  
at the east curblineline of Hempstead  
Avenue east for a distance of 30 feet.  
(Adopted 4/3/73)

CHESTNUT STREET (TH636/66) West Side -  
NO STOPPING ANYTIME - starting from a  
point 112 feet south of the south  
curblineline of Hempstead Avenue south for  
a distance of 38 feet.  
(Adopted 12/20/66)

MAPLEWOOD STREET (TH 492/92) West Side  
- NO STOPPING HERE TO CORNER - starting  
at the north curblineline of Hempstead  
Avenue north for a distance of 40 feet.  
(Adopted 6/29/93)

It may be viewed on the Hempstead website, at  
[www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to  
be heard in person in accordance with applicable social  
distancing regulations, or real time telephonic communication,  
see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: September 8, 2020  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
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 nineteen of two thousand twenty is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

FRANKLIN SQUARE

SECOND AVENUE (2<sup>nd</sup> Avenue) (TH 170/20) South Side -- NO STOPPING HERE TO CORNER -- starting at the west curbline of Third Street (3<sup>rd</sup> Street) west for a distance of 25 feet.

SECOND AVENUE (2<sup>nd</sup> Avenue) (TH 170/20) South Side -- NO STOPPING HERE TO CORNER -- starting at the east curbline of Third Street (3<sup>rd</sup> Street) east for a distance of 20 feet.

SECOND AVENUE (2<sup>nd</sup> Avenue) (TH 170/20) North Side -- NO STOPPING HERE TO CORNER -- starting at the east curbline of Third Street (3<sup>rd</sup> Street) east for a distance of 20 feet.

THIRD STREET (3<sup>rd</sup> Street) (TH 170/20) West Side -- NO STOPPING HERE TO CORNER -- starting at the north curbline of Second Avenue (2<sup>nd</sup> Avenue) north for a distance of 20 feet.

THIRD STREET (3<sup>rd</sup> Street) (TH 170/20) East Side -- NO STOPPING HERE TO CORNER -- starting at the north curbline of Second Avenue (2<sup>nd</sup> Avenue) north for a distance of 20 feet.

THIRD STREET (3<sup>rd</sup> Street) (TH 170/20) East Side -- NO STOPPING HERE TO CORNER -- starting at the south curbline of Second Avenue (2<sup>nd</sup> Avenue) south for a distance of 20 feet.

THIRD STREET (3<sup>rd</sup> Street) (TH 170/20) West Side -- NO STOPPING HERE TO CORNER -- starting at the south curbline of Second Avenue (2<sup>nd</sup> Avenue) south for a distance of 20 feet.

MERRICK

CAMP AVENUE (TH 293/20) North Side -- NO STOPPING HERE TO CORNER -- starting at the east curbline of Lewis Road east for a distance of 60 feet.

CAMP AVENUE (TH 293/20) South Side -- NO STOPPING HERE TO CORNER -- starting at the east curbline of Pettit Avenue east for a distance of 40 feet.

NORTH VALLEY STREAM

CENTRAL AVENUE (TH 175/20) East Side -- NO STOPPING HERE TO CORNER -- starting at the north curbline of Milford Avenue north for a distance of 23 feet.

OCEANSIDE

BROWER AVENUE (TH 167/20) South Side -- NO STOPPING ANYTIME -- starting at a point 70 feet east of the east curbline of Harold Street east for a distance of 100 feet.

UNIONDALE

MACON PLACE (TH 210/20) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Uniondale Avenue east for a distance of 44 feet.

MACON PLACE (TH 210/20) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Uniondale Avenue east for a distance of 44 feet.

UNIONDALE AVENUE (TH 210/20) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Macon Place north for a distance of 30 feet.

WEST HEMPSTEAD

CHESTNUT STREET (TH 205/20) East Side – NO STOPPING ANYTIME – starting at a point 20 feet south of the south curbline of Hempstead Avenue south for a distance of 107 feet at the Northeast curbline of Tudor Place

CHESTNUT STREET (TH 205/20) West Side – NO STOPPING ANYTIME – starting at a point 20 feet south of the south curbline of Hempstead Avenue south for a distance of 130 feet.

HEMPSTEAD AVENUE (TH 205/20) North Side – NO STOPPING ANYTIME – starting at a point 150 feet west of the west curbline of Poplar Street west for a distance of 70 feet.

MAPLEWOOD STREET (TH 205/20) West Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Hempstead Avenue north for a distance of 54 feet.

SCHOOL STREET (TH 205/20) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Chestnut Street east for a distance of 30 feet.

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number nineteen of two thousand twenty is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

OCEANSIDE

KENNETH PLACE (TH 39/20) NO PARKING ANYTIME – starting at a point 122 feet south of the south curbline of Atlantic Avenue south for a distance of 62 feet. (Adopted 5/19/20)

WEST HEMPSTEAD

CHESTNUT STREET (TH 292/89) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Hempstead Avenue east for a distance of 40 feet.

CHESTNUT STREET (TH 39/73) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Hempstead Avenue east for a distance of 30 feet. (Adopted 4/3/73)

CHESTNUT STREET (TH636/66) West Side – NO STOPPING ANYTIME – starting from a point 112 feet south of the south curbline of Hempstead Avenue south for a distance of 38 feet. (Adopted 12/20/66)

MAPLEWOOD STREET (TH 492/92) West Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Hempstead Avenue north for a distance of 40 feet. (Adopted 6/29/93)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30311

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. 90-2020, 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 September 22, 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. 90-2020, 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 # 55  
Case # 30311

## 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 22<sup>nd</sup> day of September, 2020, 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                      SECOND AVENUE (2<sup>nd</sup> Avenue) (TH 170/20)  
STOP - all traffic traveling  
southbound on Third Street (3<sup>rd</sup> Street)  
shall come to a full stop.

SECOND AVENUE (2<sup>nd</sup> Avenue) (TH 170/20)  
STOP - all traffic traveling  
northbound on Third Street (3<sup>rd</sup> Street)  
shall come to a full stop.

LEVITTOWN                              TANAGER LANE (TH 181/20) STOP - all  
traffic traveling west bound on Teal  
Lane shall come to a full stop.

TANAGER LANE (TH 181/20) STOP - all  
traffic traveling east bound on Thrush  
Lane shall come to a full stop.

LOW LANE (TH 171/20) STOP - all  
traffic traveling east bound on  
Rainbow Lane shall come to a full  
stop.

OCEANSIDE                              MORELAND AVENUE (TH 166/20) STOP - all  
motorists traveling westbound on  
Stanton Place shall come to a full  
stop.

MORELAND AVENUE (TH 166/20) STOP - all  
motorists traveling eastbound on Grove  
Place shall come to a full stop.

SEAFORD                                PINENECK ROAD (TH 198/20) STOP - all  
traffic traveling westbound on Heywood  
Road shall come to a full stop.

WOODMERE                              WEST BROADWAY (TH 214/20) STOP - all  
motorists traveling southbound on  
Grant Avenue shall come to a full  
stop.

MIDFIELD ROAD (TH 214/20) STOP - all motorists traveling northbound on Grant Avenue shall come to a full stop.

It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: September 8, 2020  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
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 twenty of two thousand twenty is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

FRANKLIN SQUARE

SECOND AVENUE (2<sup>nd</sup> Avenue) (TH 170/20) STOP – all traffic traveling southbound on Third Street (3<sup>rd</sup> Street) shall come to a full stop.

SECOND AVENUE (2<sup>nd</sup> Avenue) (TH 170/20) STOP – all traffic traveling northbound on Third Street (3<sup>rd</sup> Street) shall come to a full stop.

LEVITTOWN

TANAGER LANE (TH 181/20) STOP – all traffic traveling west bound on Teal Lane shall come to a full stop.

TANAGER LANE (TH 181/20) STOP – all traffic traveling east bound on Thrush Lane shall come to a full stop.

LOW LANE (TH 171/20) STOP – all traffic traveling east bound on Rainbow Lane shall come to a full stop.

OCEANSIDE

MORELAND AVENUE (TH 166/20) STOP – all motorists traveling westbound on Stanton Place shall come to a full stop.

MORELAND AVENUE (TH 166/20) STOP – all motorists traveling eastbound on Grove Place shall come to a full stop.

SEAFORD

PINENECK ROAD (TH 198/20) STOP – all traffic traveling westbound on Heywood Road shall come to a full stop.

WOODMERE

WEST BROADWAY (TH 214/20) STOP – all motorists traveling southbound on Grant Avenue shall come to a full stop.

MIDFIELD ROAD (TH 214/20) STOP – all motorists traveling northbound on Grant Avenue shall come to a full stop.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 18920

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-52 OF THE CODE OF THE TOWN OF HEMPSTEAD TO REPEAL "BUS STOPS" AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-52 of the Code of the Town of Hempstead entitled "BUS STOPS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 91-2020, Print No. 1 to amend the said Section 202-52 of the Code of the Town of Hempstead to repeal "BUS STOPS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on September 22, 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. 91-2020, Print No. 1, to amend Section 202-52 of the Code of the Town of Hempstead to repeal "BUS STOPS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 56

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 22<sup>nd</sup> day of September 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:

MERRICK                    CAMP AVENUE (TH 104/79) North Side - NO STOPPING BUS STOP - starting from the east curbline of Lewis Road east for a distance of 60 feet. (Adopted 8/14/79)

CAMP AVENUE (TH 104/79) South Side - NO STOPPING BUS STOP - starting from the east curbline of Pettit Avenue east for a distance for 60 feet. (Adopted 8/14/79)

It may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: September 8, 2020  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk



Town of Hempstead

A local law to amend Section two hundred two dash fifty two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to repeal "BUS STOPS" at various locations.

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

Section 1. Section two hundred two dash fifty two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number five of two thousand twenty is hereby amended by repealing therein "BUS STOPS" at the following locations:

MERRICK

CAMP AVENUE (TH 104/79) North Side – NO STOPPING BUS STOP – starting from the east curbline of Lewis Road east for a distance of 60 feet. (Adopted 8/14/79)

CAMP AVENUE (TH 104/79) South Side – NO STOPPING BUS STOP – starting from the east curbline of Pettit Avenue east for a distance for 60 feet. (Adopted 8/14/79)

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF ESTABLISHING AND SETTING ASIDE CERTAIN PARKING SPACES FOR MOTOR VEHICLES FOR THE SOLE USE OF HOLDERS OF SPECIAL PARKING PERMITS ISSUED BY THE COUNTY OF NASSAU TO PHYSICALLY HANDICAPPED PERSONS.

WHEREAS, pursuant to Section 202-48 of the Code of the Town of Hempstead, the Town Board may, from time to time, hold public hearings to establish and set aside public places, streets or portions of streets within the Town as parking spaces for the sole and exclusive use of holders of valid special parking permits issued by the County of Nassau to physically handicapped persons;

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, Washington Street, Hempstead, New York, on the 22<sup>nd</sup> day of September, 2020, at 10:30 o'clock in the forenoon of that day, at which time all persons interested shall be heard on the establishment and setting aside of certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

BELLMORE

FIRST PLACE - south side, starting at a point 140 feet east of the east curblin of Bedford Avenue, east for a distance of 20 feet.  
(TH-178/20)

ELMONT

RANDALL AVENUE - east side, starting at a point 116 feet south of the south curblin of James Street, south for a distance of 20 feet.  
(TH-164/20)

LITCHFIELD AVENUE - east side, starting at a point 103 feet south of the south curblin of Bruce Street, south for a distance of 20 feet.  
(TH-194/20)

NORTH VALLEY STREAM

MILFORD LANE - north side, starting at a point 55 feet east of the east

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curbline of Central Avenue, east for  
a distance of 27 feet.  
(TH-175/20)

OCEANSIDE

WESTMINSTER ROAD - west side, starting  
at a point 220 feet north of the north  
curbline of Yale Street, north for a  
distance of 20 feet.  
(TH-174/20)

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

ELMONT

LOUIS AVENUE - west side, starting  
at a point 268 feet south of the south  
curbline of Chelsea Street, south for a  
distance of 20 feet.  
(TH-562/18-2/26/19) (TH-112/20)

UNIONDALE

COOPER COURT - north side, starting at  
a point 272 feet east of the east curbline  
of Bedford Avenue, east for a distance  
of 18 feet.  
(TH-392/12 - 3/19/13) (TH-177/20)

; 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 22<sup>nd</sup> day of September, 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:

BELLMORE

FIRST PLACE - south side, starting at a point 140 feet east of the east curblineline of Bedford Avenue, east for a distance of 20 feet.  
(TH-178/20)

ELMONT

RANDALL AVENUE - east side, starting at a point 116 feet south of the south curblineline of James Street, south for a distance of 20 feet.  
(TH-164/20)

LITCHFIELD AVENUE - east side, starting at a point 103 feet south of the south curblineline of Bruce Street, south for a distance of 20 feet.  
(TH-194/20)

NORTH VALLEY STREAM

MILFORD LANE - north side, starting at a point 55 feet east of the east curblineline of Central Avenue, east for a distance of 27 feet.  
(TH-175/20)

OCEANSIDE

WESTMINSTER ROAD - west side, starting at a point 220 feet north of the north curblineline of Yale Street, north for a distance of 20 feet.  
(TH-174/20)

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

ELMONT

LOUIS AVENUE - west side, starting at a point 268 feet south of the south curblineline of Chelsea Street, south for a distance of 20 feet.  
(TH-562/18-2/26/19) (TH-112/20)

UNIONDALE

COOPER COURT - north side, starting at a point 272 feet east of the east curblineline of Bedford Avenue, east for a distance of 18 feet.  
(TH-392/12 - 3/19/13) (TH-177/20)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

Dated: September 8, 2020  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

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 September 22, 2020 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of, JANTA LAND GROUP, LLC to operate a gasoline service station and convenience store as well as area, sign and parking variance relief from the Gasoline Service Station District New York:

An irregular parcel of property located +/- southerly of the southeast corner of Sheridan Blvd. and Bayview Ave. w/frontage on Sheridan Blvd. of 150' and a depth of 102.38' situated in Inwood, New York, Town of Hempstead, County of Nassau State of New York.

The above mentioned application & maps which accompanies it are on file and may be viewed on the Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

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

DONALD X. CLAVIN JR.  
Supervisor

KATE MURRAY  
Town Clerk

Dated:  
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

Adopted:  
moved its adoption:   offered the following resolution and

RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED AMENDMENT OF SECTION 433 OF CHAPTER XLIII OF THE BUILDING ZONE ORDINANCE IN RELATION TO THE INCLUSION OF CERTAIN PARCELS INTO THE "NEIGHBORHOOD BUSINESS OVERLAY DISTRICT" IN INWOOD

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 proposed amendment of Section 433 of Chapter XLIII of the Building Zone Ordinance in relation to the inclusion of certain parcels into the "Neighborhood Business Overlay District" in Inwood:

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Hempstead, New York on the 22nd day of September 2020 at 10:30 o'clock in the forenoon of that day to consider the proposed amendment of Section 433 of Chapter XLIII of the Building Zone Ordinance in relation to the inclusion of eight tax lots known as Section 40, Block 034, Lot 233, Section 40, Block 034, Lot 234; Section 40, Block 034, Lot 15; Section 40, Block 034, Lot 16; Section 40, Block B, Lot 14; Section 40, Block B, Lot 61; Section 40, Block B, Lot 112; and Section 40 Block B, Lot 212, along Rockaway Avenue situated in Inwood, Town of Hempstead, County of Nassau, State of New York into the "Neighborhood Business Overlay District" in Inwood;

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:

Item #

58

Case #

30115

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section 273 of Article 28 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 September ,2020 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 proposed amendment of Section 433 of Chapter XLIII of the Building Zone Ordinance in relation to the inclusion of certain parcels into the "Neighborhood Business Overlay District" in Inwood, New York:

Eight tax lots known as Section 40, Block 034, Lot 233, Section 40, Block 034, Lot 234; Section 40, Block 034, Lot 15; Section 40, Block 034, Lot 16; Section 40, Block B, Lot 14; Section 40, Block B, Lot 61; Section 40, Block B, Lot 112; and Section 40 Block B, Lot 212, along Rockaway Avenue situated in Inwood, Town of Hempstead, County of Nassau, State of New York.

The above mentioned application & maps which accompanies it are on file and may be viewed on the Town of Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

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

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk



CASE NO.

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON  
APPLICATION OF JANTA LAND GROUP, LLC FOR A  
VARIANCE FROM PROVISIONS OF THE "GSS"  
ORDINANCE AT INWOOD, NEW YORK

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLVED, that a public hearing be held on  
September 22, 2020 at 10:30 o'clock in the forenoon of  
that day, in the Town Meeting Pavilion, Hempstead Town  
Hall, 1 Washington Street, Hempstead, New York, to  
consider the application of JANTA LAND GROUP, LLC to  
operate a gasoline service station and convenience  
store as well as area, sign and parking variance  
relief from the Gasoline Service Station District in  
Inwood, New York, and BE IT

FURTHER RESOLVED, that the Town Clerk be and  
hereby is directed to publish notice thereof once at  
least ten (10) days prior to date of hearing in Long  
Island Business News.

The foregoing resolution was adopted upon roll  
call as follows:

AYES:

NOES:

Item #

59

Case #

30152

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section 273 of Article 28 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 September ,2020 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 proposed amendment of Section 433 of Chapter XLIII of the Building Zone Ordinance in relation to the inclusion of certain parcels into the "Neighborhood Business Overlay District" in Inwood, New York:

Eight tax lots known as Section 40, Block 034, Lot 233, Section 40, Block 034, Lot 234; Section 40, Block 034, Lot 15; Section 40, Block 034, Lot 16; Section 40, Block B, Lot 14; Section 40, Block B, Lot 61; Section 40, Block B, Lot 112; and Section 40 Block B, Lot 212, along Rockaway Avenue situated in Inwood, Town of Hempstead, County of Nassau, State of New York.

The above mentioned application & maps which accompanies it are on file and may be viewed on the Town of Hempstead website, at [www.hempsteadny.gov](http://www.hempsteadny.gov)

ALL PERSONS INTERESTED shall have an opportunity to be heard in person in accordance with applicable social distancing regulations, or real time telephonic communication, see instructions at [www.hempsteadny.gov](http://www.hempsteadny.gov)

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

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL BERMAN  
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 Michael Berman be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$42,421, 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 September 9, 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 JOAN BONACASA AS OFFICE SERVICES ASSISTANT, IN THE DEPARTMENT OF SENIOR ENRICHMENT, FROM THE CIVIL SERVICE LIST.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Joan Bonacasa 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 Joan Bonacasa, now serving as Clerk Laborer, Non Competitive, in the Department of Senior Enrichment, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 5 (F), \$59,032, from the civil service list, by the Commissioner of the Department of Senior Enrichment and ratified by the Town Board of the Town of Hempstead effective September 9, 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 ROSEMARY  
CARACAPPA AS MESSENGER, IN THE  
OFFICE OF THE TOWN COMPTROLLER.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Rosemary Caracappa has resigned her position as  
Auditor I, Competitive, Provisional, in the Department of Urban Renewal, NOW, BE IT

RESOLVED, that Rosemary Caracappa be and hereby is appointed  
as Messenger, Non Competitive, Ungraded, with no change in salary, in the Office of the Town  
Comptroller, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead  
effective September 9, 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: SALARY ADJUSTMENT FOR ANNA  
CESARANO, CLERK LABORER, IN THE OFFICE  
OF THE TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Anna Cesarano, Clerk Laborer, in the Office of the Town Comptroller, be and hereby is increased to Grade 9, Step 6 (G), \$56,424, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective September 9, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF GREGORY COLAROSS  
AS DEPUTY COMMISSIONER,  
DEPARTMENT OF GENERAL SERVICES,  
IN THE DEPARTMENT OF GENERAL  
SERVICES.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Gregory Colarossi has resigned his position as  
Messenger, in the Department of General Services, NOW, BE IT

RESOLVED, that Gregory Colarossi be and hereby is appointed  
Deputy Commissioner, Department of General Services, Exempt, Ungraded, at an annual salary of  
\$100,000, in the Department of General Services, by the Commissioner of the Department of  
General Services and ratified by the Town Board of the Town of Hempstead effective  
September 9, 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 EDWIN CRUZ  
AS LABORER I, IN THE DEPARTMENT OF  
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Edwin Cruz be and hereby is appointed Laborer I,  
Labor Class, Grade 9, Start Step (A), \$42,421, 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, subject to satisfactory completion of pre-employment criteria, effective  
September 9, 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: SALARY ADJUSTMENT FOR ROY DAVIS JR.,  
SANITARY LANDFILL CREW CHIEF, IN THE  
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Roy Davis Jr., Sanitary Landfill Crew Chief, in the Department of Sanitation, be and hereby is increased to \$116,719, Ungraded, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective September 9, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF RAMON DELEON AS  
LABORER I, IN THE DEPARTMENT OF  
HIGHWAY BUDGET CODE 5110.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Ramon Deleon has resigned his position as Office  
Aide, in the Office of the Receiver of Taxes, NOW, BE IT

RESOLVED, that Ramon Deleon be and hereby is appointed as  
Laborer I, Labor Class, Grade 9, Step 4 (E), \$52,540, 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 September 9, 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: SALARY ADJUSTMENT FOR ANTHONY  
FAVUZZA, MAINTENANCE ELECTRICIAN  
CREW CHIEF, IN THE DEPARTMENT OF  
SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Anthony Favuzza, Maintenance Electrician Crew Chief, in the Department of Sanitation, be and hereby is increased to \$96,314, Ungraded, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective September 9, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR JAMES HOLLEY,  
RECYCLING WORKER II, IN THE  
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for James Holley, Recycling Worker II, in the Department of Sanitation, be and hereby is increased to Grade 12, Step 8 (I), \$70,571, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective September 9, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF KHERANI KESSOON, LABOR  
CREW CHIEF I, FROM THE DEPARTMENT OF  
GENERAL SERVICES, CEMETERIES DIVISION  
TO THE DEPARTMENT OF HIGHWAY  
BUDGET CODE 5110.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Kherani Kessoon, Labor Crew Chief I, be and  
hereby is transferred from the Department of General Services, Cemeteries Division to the Department  
of Highway Budget Code 5110, with no change in salary, by the Commissioner of the Department  
of Highway and ratified by the Town Board of the Town of Hempstead effective September 9, 2020  
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 ROBERT  
KOSOWSKI, DEPUTY TOWN ATTORNEY, IN  
THE OFFICE OF THE TOWN ATTORNEY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Robert Kosowski, Deputy Town Attorney, in the Office of the Town Attorney, be and hereby is increased to \$64,118, Ungraded, by the Chief Deputy Town Attorney and ratified by the Town Board of the Town of Hempstead effective September 9, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DENNIS LANG III AS  
LABOR CREW CHIEF I, IN THE DEPARTMENT  
OF PARKS AND RECREATION.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Dennis Lang III, now serving as Laborer II, in the Department of Parks and Recreation, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Step 8 (I), \$72,585, 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 September 9, 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 TRACEY LUCAS AS  
LABORER I, IN THE DEPARTMENT OF SENIOR  
ENRICHMENT.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Tracey Lucas, now serving as Food Service Worker I, in the Department of Senior Enrichment, be and hereby is appointed Laborer I, Labor Class, Grade 9, Step 1 (B), Salary \$45,901, in the Department of Senior Enrichment, by the Commissioner of the Department of Senior Enrichment and ratified by the Town Board of the Town of Hempstead effective September 9, 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 ANDREW  
MASTROMARINO DEPUTY  
COMMISSIONER, DEPARTMENT OF  
SENIOR ENRICHMENT, IN THE  
DEPARTMENT OF SENIOR ENRICHMENT.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Andrew Mastromarino has resigned his position as  
Deputy Commissioner, Department of General Services, in the Department of General Services,  
NOW, BE IT

RESOLVED, that Andrew Mastromarino be and hereby is appointed  
Deputy Commissioner, Department of Senior Enrichment, Exempt, Ungraded, at an annual salary  
of \$117,241, in the Department of Senior Enrichment, by the Commissioner of the Department of  
Senior Enrichment and ratified by the Town Board of the Town of Hempstead effective  
September 9, 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 AMANDA MCCANN AS  
ACCOUNTING ASSISTANT, IN THE OFFICE  
OF THE TOWN COMPTROLLER, FROM THE  
CIVIL SERVICE LIST.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has  
certified that Amanda McCann 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 Amanda McCann, now serving as Office Services Assistant,  
Competitive, Permanent, in the Office of the Town Comptroller, be and hereby is appointed Accounting  
Assistant, Competitive, Permanent, Grade 14, Step 6 (G), \$64,792, from the civil service list, by the  
Town Comptroller and ratified by the Town Board of the Town of Hempstead effective  
September 9, 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 GRACE MCFARLAND  
AS OFFICE AIDE, IN THE DEPARTMENT OF  
BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Grace McFarland be and hereby is appointed Office Aide,  
Non Competitive, Grade 2, Start Step (A), \$35,388, in the Department of Buildings, by the  
Commissioner of the Department of Buildings and ratified by the Town Board of the Town of  
Hempstead, subject to satisfactory completion of pre-employment criteria, effective September 9, 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 TIMOTHY MURRAY AS RECREATION PROGRAM DEVELOPMENT SUPERVISOR, IN THE DEPARTMENT OF PARKS AND RECREATION, FROM THE CIVIL SERVICE LIST.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Timothy Murray has passed the examination for the position of Recreation Program Development Supervisor, Civil Service List No. 76-783, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Timothy Murray, now serving as Assistant Recreation Director, Competitive, Permanent, in the Department of Parks and Recreation, be and hereby is appointed Recreation Program Development Supervisor, Competitive, Permanent, Grade 23, Step 12 (M), \$123,204, from the civil service list, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective September 9, 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 NICOLE ROBINSON AS  
OFFICE SERVICES ASSISTANT, IN THE  
OFFICE OF THE TOWN CLERK, 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 Nicole Robinson has passed the examination for the position of Office Services  
Assistant, Civil Service List No. 63-585, and is eligible for appointment thereto, NOW,

THEREFORE, BE IT

RESOLVED, that Nicole Robinson, now serving as Clerk Laborer, in the  
Office of the Town Clerk, be and hereby is appointed Office Services Assistant, Competitive,  
Permanent, Grade 12, Step 3 (D), \$54,320, from the civil service list, in the Office of the Town Clerk,  
by the Town Clerk and ratified by the Town Board of the Town of Hempstead effective  
September 9, 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 KURT ROCKENSIES AS  
DEPUTY COMMISSIONER, DEPARTMENT  
OF OCCUPATIONAL RESOURCES, IN THE  
DEPARTMENT OF OCCUPATIONAL  
RESOURCES.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Kurt Rockensies has resigned his position as Clerk  
Laborer, in the Department of Occupational Resources, NOW, BE IT

RESOLVED, that Kurt Rockensies be and hereby is appointed  
Deputy Commissioner, Department of Occupational Resources, Exempt, Ungraded, at an annual  
salary of \$79,500, 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 September 9, 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 LAURA TARANTO AS  
OFFICE SERVICES ASSISTANT, IN THE  
DEPARTMENT OF HIGHWAY BUDGET CODE  
5010, 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 Laura Taranto has passed the examination for the position of Office Services Assistant,  
Civil Service List No. 78-247, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Laura Taranto, now serving as Clerk Laborer, Non  
Competitive, in the Department of Highway Budget Code 5010, be and hereby is appointed Office  
Services Assistant, Competitive, Permanent, Grade 12, Step 8 (I), \$70,571, from the civil service list, by  
the Commissioner of the Department of Highway and ratified by the Town Board of the Town of  
Hempstead effective September 9, 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: SALARY ADJUSTMENT FOR THOMAS  
TAYLOR, EQUIPMENT CREW CHIEF, IN THE  
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Thomas Taylor, Equipment Crew Chief, in the Department of Sanitation, be and hereby is increased to \$104,429, Ungraded, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective September 9, 2020.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JESSICA ZINN  
AS CLERK LABORER, IN THE DEPARTMENT  
OF PARKS AND RECREATION.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Jessica Zinn be and hereby is appointed Clerk Laborer,  
Non Competitive, Grade 9, Start Step (A), \$42,421, 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, subject to satisfactory completion of pre-employment criteria, effective  
September 9, 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: AMENDMENT OF RESOLUTION  
NO. 512/14-2020, JOHN HANNA, IN THE  
DEPARTMENT OF GENERAL SERVICES,  
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 512/14-2020 states an incorrect effective date

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read "effective September 9, 2020"

AYES:

NOES:

9/8/2020

In addition there are (7) Seven Resolutions for various types of Leaves of Absence.