

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 1st day of March, 2022, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE and REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

LIDO BEACH Section 202-2	SHAREN DRIVE (TH 4/22) East Side - NO PARKING MAY 15 TO SEPTEMBER 15 - starting at the north curbline of Marginal Road north for a distance of 100 feet.
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ALSO, to REPEAL from Chapter 202 "REGULATIONS AND RESTRICTIONS" to limit parking from the following locations:

LIDO BEACH Section 202-2	SHAREN DRIVE (TH 551/74) East Side - NO PARKING MAY 15 TO SEPTEMBER 15 - starting at the north curbline of Marginal Road north to the south curbline of Gerry Avenue. (Adopted 1/7/75)
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OCEANSIDE Section 202-13	CLARK AVENUE (TH 309/93) West Side - NO PARKING 8 AM TO 4 PM JUNE 15 th THRU AUGUST 30 th - starting at a point 136 feet north of the north curbline of Griffin Street north for a distance of 72 feet. (Adopted 1/11/94)
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ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: February 15, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Item # |

Case # 30616

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 1st day of March, 2022, at 7:00 o'clock in the evening 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 DOGWOOD AVENUE (TH 14/22) West Side - NO STOPPING ANYTIME - starting at the south curbline of Semton Boulevard south for a distance of 555 feet.
- OCEANSIDE O'NEIL STREET (TH 12/22) East Side (at roadway terminus) - NO STOPPING ANYTIME - starting at the north curbline of O'Neil Street south to the south curbline of O'Neil Street.
- SOUTH HEMPSTEAD WILLOW STREET (TH 6/22) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Hempstead Avenue east for a distance of 30 feet.
- WILLOW STREET (TH 6/22) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Hempstead Avenue east for a distance of 25 feet.
- UNIONDALE BARRY PLACE (TH 8/22) West Side - NO PARKING ANYTIME - starting at a point 20 feet north of the north curbline of New Street then north for a distance of 60 feet.
- NORTHERN PARKWAY (TH 619/21) North Side - NO PARKING ANYTIME - starting at a point 385 feet west of the west curbline of Davis Avenue west for a distance of 42 feet.

Item # 2

Case # 30617

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

FRANKLIN SQUARE

DOGWOOD AVENUE - West Side - NO STOPPING - starting at the south curbline of Semton Boulevard, south for a distance of 174 feet.
(Amended 6/23/59)

DOGWOOD AVENUE - West Side - NO STOPPING - starting at a point opposite the north curbline of Baldwin Drive, south for a distance of 140 feet.
(Amended 6/23/59)

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

Dated: February 15, 2022
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 1st day of March, 2022, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

BALDWIN MILBURN AVENUE (TH 16/22) STOP -
all traffic traveling eastbound on
Clinton Place shall come to a full
stop.

BELLMORE MIDWOOD AVENUE (TH 20/22) STOP -
all traffic traveling westbound on
Marle Place shall come to a full
stop.

MIDWOOD AVENUE (TH 20/22) STOP -
all traffic traveling eastbound on
Marle Place shall come to a full
stop.

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

Dated: February 15, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Item #

3

Case #

30618

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 1st day of March, 2022, at 7:00 o'clock in the evening of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

ELMONT

MEACHAM AVENUE - west side, starting at a point 60 feet south of the south curblineline of Sun Avenue, south for a distance of 15 feet.
(TH-545/21)

LOCUSTWOOD BLVD. - east side, starting at a point 337 feet south of the south curblineline of 106th Avenue, south for a distance of 20 feet.
(TH-9/22)

NORTH ASCAN STREET - west side, starting at a point 45 feet north of the north curblineline of Dutch Broadway, north for a distance of 20 feet.
(TH-13/22)

FRANKLIN SQUARE

CHERRY LANE - north side, starting at a point 238 feet west of the west curblineline of Court House Road, west for a distance of 20 feet.
(TH-601/21)

LIDO BEACH

SHAREN DRIVE - east side, starting at a point 50 feet south of the south curblineline of Gerry Avenue, south for a distance of 22 feet.
(TH-4/22)

Item #

4

Case #

21527

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

ELMONT

TIMES AVENUE - north side, starting at a point 207 feet east of the east curblineline of Meacham Avenue, east for for a distance of 20 feet.
(TH-28/22)

OCEANSIDE

CHANCE DRIVE - south side, starting at a point 134 feet east of the east curblineline of Tinker Drive, east for a distance of 30 feet.
(TH-540/89 - 3/27/90) (TH-21/22)

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

Dated: February 15, 2022
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 1st day of March, 2022, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-58 of the code of the Town of Hempstead to INCLUDE and REPEAL "RESTRICTED PARKING IN RESIDENTIAL AREAS BELMONT PARK VICINITY, ELMONT" at the following locations:

ELMONT LOCUSTWOOD BOULEVARD (TH 9/22) East Side - NO PARKING ANY TIME EXCEPT WITH PERMIT - starting at the south curblineline of 106th Avenue south for a distance of 337 feet.

LOCUSTWOOD BOULEVARD (TH 9/22) East Side - NO PARKING ANY TIME EXCEPT WITH PERMIT - starting at a point 357 feet south of the south curblineline of 106th Avenue south to the north curblineline of 109th Avenue.

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

ELMONT LOCUSTWOOD BOULEVARD - No Parking from Noon to 4:00 p.m. Monday through Saturday, Sunday 10:00 a.m. to 6:00 p.m., except with permit.

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

Dated: February 15, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Item # 5

Case # 21397

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 1st day of March, 2022, at 7:00 o'clock in the evening of that day, to consider the enactment of a local law to amend Chapter 202 of the Code of the Town of Hempstead, in relation to restricted parking in residential areas immediately adjacent to Belmont Park Racetrack of Elmont, New York.

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours.

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

Dated: Hempstead, New York
February 15, 2022

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

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Pursuant to the provisions of the New York State Constitution and the Municipal Home Rule Law of the State of New York, as amended, the Town Board of the Town of Hempstead, Nassau County, New York has hereby enacted the following Local Law:

Town of Hempstead

A local law to amend Chapter 202 of the Code of the Town of Hempstead, in relation to restricted parking in residential areas immediately adjacent to Belmont Park Racetrack of Elmont, New York.

Introduced by: Councilwoman Goosby

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

Section 1. Section 202-58 H of the code of the town of Hempstead, as constituted by local law number nine of nineteen hundred eighty two, and thereafter amended July 8, 2003 and November 27, 2018, hereby is amended such that Section 202-58 H shall henceforth read as follows:

Chapter 202
Parking

* * *

H. The restrictions for permitted parking as per this section shall apply to the following:

(1) "No Parking anytime, except with permit."

a. This restriction shall apply to the following areas:

LOCUSTWOOD BOULEVARD from the south curblineline of Hempstead Turnpike south to the North curblineline of 109th Avenue.

HEATHCOTE ROAD from the south curblineline of Hempstead Turnpike south to the north curblineline of 109th Avenue.

STERLING ROAD from the south curblineline of Hempstead Turnpike south to the north curblineline of 109th Avenue.

HUNTLEY ROAD from the south curblineline of Hempstead Turnpike south to its termination.

106th AVENUE from the east curbline of Wellington Road east, to the west curbline of Fieldmere Street.

SUSSEX ROAD from the south curbline of Hempstead Turnpike south to the north curbline of 109th Avenue.

FIELDMERE STREET from the south curbline of Hempstead Turnpike south to the north curbline of 109th Avenue.

WELLINGTON ROAD from the south curbline of Hempstead Turnpike south to the north curbline of 109th Avenue.

WARWICK ROAD from the south curbline of Hempstead Turnpike south to the north curbline of 109th Avenue.

OAK STREET from the east curbline of Warwick Road east to the west curbline of Fieldmere Street.

PINE STREET east curbline of Warwick Road east to the west curbline of Fieldmere Street.

109th AVENUE from the west curbline of Wellington Road, east to the east curbline of Fieldmere Street.

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

Pursuant to the provisions of the New York State Constitution and the Municipal Home Rule Law of the State of New York, as amended, the Town Board of the Town of Hempstead, Nassau County, New York has hereby enacted the following Local Law:

Town of Hempstead

A local law to amend Chapter 202 of the Code of the Town of Hempstead, in relation to restricted parking in residential areas immediately adjacent to Belmont Park Racetrack of Elmont, New York.

Introduced by: Councilwoman Goosby

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

Section 1. Section 202-58 H of the code of the town of Hempstead, as constituted by local law number nine of nineteen hundred eighty two, and thereafter amended July 8, 2003 and November 27, 2018, hereby is amended such that Section 202-58 H shall henceforth read as follows:

Chapter 202
Parking

* * *

H. The restrictions for permitted parking as per this section shall apply to the following:

(1) "No Parking anytime, except with permit."

a. This restriction shall apply to the following areas:

LOCUSTWOOD BOULEVARD from the south curbline of Hempstead Turnpike south to the North curbline of 109th Avenue.

HEATHCOTE ROAD from the south curbline of Hempstead Turnpike south to the north curbline of 109th Avenue.

STERLING ROAD from the south curbline of Hempstead Turnpike south to the north curbline of 109th Avenue.

HUNTLEY ROAD from the south curbline of Hempstead Turnpike south to its termination.

106th AVENUE from the east curblin of Wellington Road east, to the west curblin of Fieldmere Street.

SUSSEX ROAD from the south curblin of Hempstead Turnpike south to the north curblin of 109th Avenue.

FIELDMERE STREET from the south curblin of Hempstead Turnpike south to the north curblin of 109th Avenue.

WELLINGTON ROAD from the south curblin of Hempstead Turnpike south to the north curblin of 109th Avenue.

WARWICK ROAD from the south curblin of Hempstead Turnpike south to the north curblin of 109th Avenue.

OAK STREET from the east curblin of Warwick Road east to the west curblin of Fieldmere Street.

PINE STREET east curblin of Warwick Road east to the west curblin of Fieldmere Street.

109th AVENUE from the west curblin of Wellington Road, east to the east curblin of Fieldmere Street.

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

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 March 1, 2022 at 7:00 o'clock in the evening 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 UNITED GAS CORP. to include an existing gasoline service station within the "GSS" District, to expand an existing Convenience Store and to install a canopy at Uniondale, New York:

A parcel of property located on the southwest corner of Hempstead Blvd. & Uniondale Ave. situated in Uniondale, Town of Hempstead, County of Nassau, State of New York.

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

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

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

DONALD X. CLAVIN JR.
Supervisor

KATE MURRAY
Town Clerk

Dated: February 15, 2022
Hempstead, N.Y.

Item # 6

Case # 5021

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE THREE STORY MASONRY FRAME APARTMENT BUILDING, LOCATED ON THE WEST SIDE OF FOSTER MEADOW LANE, 208 FEET WEST OF ELMONT ROAD. SECTION 32, BLOCK 440 AND LOT(S) 280, AKA 1888 FOSTER MEADOW LANE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 1888 Foster Meadow Lane, Elmont, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 726-2019; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 1888 Foster Meadow Lane, Elmont; and

WHEREAS, on October 8, 2021, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,475.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,475.00, the cost associated with such services provided regarding 1888 Foster Meadow Lane, Elmont, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,975.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A ONE STORY WOOD FRAME ONE FAMILY DWELLING AND DETACHED GARAGE, AND REMOVAL OF ALL LITTER AND DEBRIS FROM SAID PREMISE LOCATED ON THE SOUTHEAST CORNER OF EVANS AVENUE AND UNION AVENUE. SECTION 32, BLOCK 567 AND LOT(S) 44-45, AKA 94 EVANS AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to demolish and remove the unsafe structure located at 94 Evans Avenue, Elmont, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of B & A Commercial Inc., at 70 New Street, Oceanside, New York, 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 858-2020; and

WHEREAS, the Commissioner of the Department of Buildings directed B & A Commercial Inc., to demolish and remove an unsafe one story wood frame one family dwelling with detached garage, located at 94 Evans Avenue, Elmont; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$46,000.00, the cost associated with the emergency services provided at 94 Evans Avenue, Elmont, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$46,250.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING AND ATTACHED GARAGE, AND REMOVAL OF ALL LITTER AND DEBRIS FROM SAID PREMISE LOCATED ON THE EAST SIDE OF BARBARA LANE, 115 FEET NORTH OF ROXBURY LANE. SECTION 51, BLOCK 265 AND LOT(S) 9, AKA 175 BARBARA LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to demolish and remove the unsafe structure located at 175 Barbara Lane, Levittown, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of B & A Commercial Inc., at 70 New Street, Oceanside, New York, 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 858-2020; and

WHEREAS, the Commissioner of the Department of Buildings directed B & A Commercial Inc., to demolish and remove an unsafe one and one half story wood frame one family dwelling with attached garage, located at 175 Barbara Lane, Levittown; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$53,000.00, the cost associated with the emergency services provided at 175 Barbara Lane, Levittown, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$53,250.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A TWO STORY BRICK AND MASONRY FRAME COMMERCIAL BUILDING, AND REMOVAL OF ALL LITTER AND DEBRIS FROM SAID PREMISE LOCATED ON THE NORTHEAST CORNER OF WOODFIELD ROAD AND EAGLE AVENUE. SECTION 35, BLOCK 408 AND LOT(S) 34-38, AKA 667-681 WOODFIELD ROAD, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to demolish and remove the unsafe structure located at 667-681 Woodfield Road, West Hempstead, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of B & A Commercial Inc., at 70 New Street, Oceanside, New York, 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 858-2020; and

WHEREAS, the Commissioner of the Department of Buildings directed B & A Commercial Inc., to demolish and remove an unsafe two story brick and masonry frame commercial building, located at 667-681 Woodfield Road, West Hempstead; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$122,500.00, the cost associated with the emergency services provided at 667-681 Woodfield Road, West Hempstead, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$123,000.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY BRICK AND MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE NORTHEAST CORNER OF WOODFIELD ROAD AND EAGLE AVENUE. SECTION 35, BLOCK 408 AND LOT(S) 34-38, AKA 667-681 WOODFIELD ROAD, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 667-681 Woodfield Road, West Hempstead, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead the Commissioner of the Department of Buildings is authorized to cause the immediate structural surveying of the premises and the Town of Hempstead shall be reimbursed for the cost of the work or the services provided; and

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 726-2019; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 667-681 Woodfield Road, West Hempstead; and

WHEREAS, on September 28, 2021, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,387.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,387.50, the cost associated with such services provided regarding 667-681 Woodfield Road, West Hempstead, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,887.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF WARREN STREET, 360 FEET WEST OF MADISON STREET. SEC 54, BLOCK 435, AND LOT (S) 118, A/K/A 635 WARREN STREET, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 635 Warren Street, Baldwin; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on November 19, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have two (2) holes filled with dirt, located at 635 Warren Street, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$225.00, the cost associated with the emergency services provided at 635 Warren Street, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$475.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF BELLMORE AVENUE, 112 FEET EAST OF CARLA LANE. SEC 50, BLOCK 393, AND LOT (S) 21, A/K/A 728 BELLMORE AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 728 Bellmore Avenue, East Meadow, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on August 4, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have eleven (11) square feet of windows boarded and provide and install four (4) lock and hasps, located at 728 Bellmore Avenue, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$431.23, the cost associated with the emergency services provided at 728 Bellmore Avenue, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$681.23 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY HIGH RANCH WOOD FRAME ONE FAMILY DWELLING WITH ONE CAR BASEMENT GARAGE, LOCATED ON THE WEST SIDE OF HULL STREET, 160 FEET SOUTH OF POWERS AVENUE. SEC 50, BLOCK 332, AND LOT (S) 449-450, A/K/A 574 HULL STREET, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 574 Hull Street, East Meadow; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on October 6, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have sixty four (64) square feet of garage door boarded, use four (4) man hours for general clean up, provide and install four (4) lock and hasps and have one hundred and ninety four (194) square feet of windows and exterior damage boarded, located at 574 Hull Street, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$3,213.94, the cost associated with the emergency services provided at 574 Hull Street, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$3,463.94 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE AND ABOVE GROUND SWIMMING POOL, LOCATED ON THE NORTH SIDE OF LITTLE WHALENECK ROAD, 124 FEET WEST OF BELLMORE AVENUE. SEC 50, BLOCK 388, AND LOT (S) 31, A/K/A 908 LITTLE WHALENECK ROAD, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 908 Little Whaleneck Road, East Meadow; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on June 7, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to drain and remove one (1) twenty (20) foot above ground swimming pool, have seven (7) square feet of windows boarded and install six (6) linear feet of chain link fence, located at 908 Little Whaleneck Road, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$675.65, the cost associated with the emergency services provided at 908 Little Whaleneck Road, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$925.65 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF POCASSET COURT, 100 FEET EAST OF POINT AVENUE. SEC 42, BLOCK 52, AND LOT (S) 110, A/K/A 2 POCASSET COURT, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2 Pocasset Court, East Rockaway; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on August 15, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have one (1) door boarded, located at 2 Pocasset Court, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$225.00, the cost associated with the emergency services provided at 2 Pocasset Court, East Rockaway, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$475.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTHEAST CORNER OF CROWN AVENUE AND HANCOCK STREET. SEC 32, BLOCK 305, AND LOT (S) 102, A/K/A 94 CROWN AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 94 Crown Avenue, Elmont, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on October 27, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to provide and install two (2) lock and hasps, located at 94 Crown Avenue, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$225.00, the cost associated with the emergency services provided at 94 Crown Avenue, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$475.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Page #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTH SIDE OF SURPRISE STREET, 230 FEET WEST OF BUTLER BOULEVARD. SEC 32, BLOCK 515, AND LOT (S) 36-37, A/K/A 1427 SURPRISE STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1427 Surprise Street, Elmont, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on September 15, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have six (6) square feet of windows boarded and provide and install six (6) lock and hasps, located at 1427 Surprise Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$521.58, the cost associated with the emergency services provided at 1427 Surprise Street, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$771.58 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTH SIDE OF MADISON STREET, 100 FEET EAST OF MIRIAM PARKWAY. SEC 32, BLOCK 605, AND LOT (S) 246, A/K/A 1651 MADISON STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1651 Madison Street, Elmont, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on November 29, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to provide and install one (1) lock and hasp, located at 1651 Madison Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$225.00, the cost associated with the emergency services provided at 1651 Madison Street, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$475.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTH SIDE OF MADISON STREET, 100 FEET EAST OF MIRIAM PARKWAY. SEC 32, BLOCK 605, AND LOT (S) 246, A/K/A 1651 MADISON STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1651 Madison Street, Elmont, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on September 15, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have one (1) door secured with studs and provide and install eight (8) lock and hasps, located at 1651 Madison Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$645.00, the cost associated with the emergency services provided at 1651 Madison Street, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$895.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY BRICK AND MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE WEST SIDE OF NEW HYDE PARK ROAD, 197 FEET SOUTH OF TULIP AVENUE. SEC 33, BLOCK 385, AND LOT (S) 553, A/K/A 179 NEW HYDE PARK ROAD, FRANKLIN SQUARE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 179 New Hyde Park Road, Franklin Square; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on September 16, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have two (2) men use four (4) man hours to provide paint and cover graffiti, located at 179 New Hyde Park Road, Franklin Square;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$600.00, the cost associated with the emergency services provided at 179 New Hyde Park Road, Franklin Square, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,100.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHEAST CORNER OF CLOVER LANE AND BLUEBELL LANE. SEC 45, BLOCK 201, AND LOT (S) 11, A/K/A 17 CLOVER LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 17 Clover Lane, Levittown; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on August 18, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have one (1) square foot of skylight boarded, ninety six (96) square feet of roof tarped, four (4) windows screwed shut and seventeen (17) square feet of windows and roof holes boarded, located at 17 Clover Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$502.56, the cost associated with the emergency services provided at 17 Clover Lane, Levittown, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$752.56 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF WASHINGTON BOULEVARD, 440 FEET EAST OF NEWBRIDGE ROAD. SEC 56, BLOCK 478, AND LOT (S) 23-25, A/K/A 2475 WASHINGTON BOULEVARD, NORTH BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2475 Washington Boulevard, North Bellmore, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on November 18, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to provide and install two (2) lock and hasps, located at 2475 Washington Boulevard, North Bellmore;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$225.00, the cost associated with the emergency services provided at 2475 Washington Boulevard, North Bellmore, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$475.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF WASHINGTON BOULEVARD, 440 FEET EAST OF NEWBRIDGE ROAD. SEC 56, BLOCK 478, AND LOT (S) 23-25, A/K/A 2475 WASHINGTON BOULEVARD, NORTH BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2475 Washington Boulevard, North Bellmore, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on October 4, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to provide and install five (5) lock and hasps, located at 2475 Washington Boulevard, North Bellmore;

WHEREAS, on October 9, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to close and lock all windows, located at 2475 Washington Boulevard, North Bellmore;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$600.00, the cost associated with the emergency services provided at 2475 Washington Boulevard, North Bellmore, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$850.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: Item #

8

ISC #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF PLEASANT AVENUE, 315 FEET WEST OF ELLISON AVENUE. SEC 55, BLOCK 351, AND LOT (S) 31-32, A/K/A 48 PLEASANT AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 48 Pleasant Avenue, Roosevelt; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on October 22, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to secure two (2) sliding doors with studs and provide and install six (6) lock and hasps, located at 48 Pleasant Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$500.00, the cost associated with the emergency services provided at 48 Pleasant Avenue, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$750.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF ADAMS STREET, 453 FEET WEST OF NASSAU ROAD. SEC 36, BLOCK 151, AND LOT (S) 494-495, A/K/A 1036 ADAMS STREET, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1036 Adams Street, Uniondale; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on October 29, 2021, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have ten (10) square feet of windows boarded, use five (5) man hours for general clean up, have one hundred and sixty (160) square feet of roof boarded and install five hundred and sixty (560) square feet of roof tarping, located at 1036 Adams Street, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$3,563.10, the cost associated with the emergency services provided at 1036 Adams Street, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$3,813.10 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE GIRL SCOUTS OF NASSAU COUNTY, INC. TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-13, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT FOR DISTRIBUTION OF COOKIES ON FEBRUARY 5, 2022.

WHEREAS, the Girl Scouts of Nassau County, Inc. c/o Tricia Keskinen, Baldwin, New York 11510 had requested to use Town of Hempstead Parking Field BA-13, Baldwin, New York for the purpose of holding an event for distribution of cookies on February 5, 2022; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Girl Scouts of Nassau County, Inc., c/o Tricia Keskinen, Baldwin, New York 11510 to use Town of Hempstead Parking Field BA-13, Baldwin, New York for the purpose of holding an event for distribution of cookies on February 5, 2022 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE LIONS CLUB OF THE BELLMORES TO USE TOWN OF HEMPSTEAD PARKING FIELD B-2, BELLMORE, NEW YORK FOR THE PURPOSE OF HOLDING A CRAFT FAIR MARCH 20, APRIL 10, APRIL 24, MAY 1, MAY 15, MAY 29, JUNE 12, JUNE 26, JULY 10, JULY 24, JULY 29, AUGUST 7, AUGUST 21, SEPTEMBER 4, SEPTEMBER 11, OCTOBER 2, OCTOBER 16, OCTOBER 30, NOVEMBER 13, AND DECEMBER 11, 2022.

WHEREAS, the Lions Club of the Bellmores, Inc., P.O. Box 1159, Bellmore, New York 11710-3561 Attention: Nina Lanci, Treasurer and Chairman, has requested to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Craft Fair March 20, April 10, April 24, May 1, May 15, May 29, June 12, June 26, July 10, July 24, July 29, August 7, August 21, September 4, September 11, October 2, October 16, October 30, November 13, And December 11, 2022 (the "Fair"); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission, and BE IT

RESOLVED, that permission is hereby granted to the Lions Club of the Bellmores, Inc., P.O. Box 1159, Bellmore, New York 11710-3561 Attention: Nina Lanci, Treasurer and Chairman, to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding the Fair March 20, April 10, April 24, May 1, May 15, May 29, June 12, June 26, July 10, July 24, July 29, August 7, August 21, September 4, September 11, October 2, October 16, October 30, November 13, And December 11, 2022; and be it further

RESOLVED, that in conducting said activity the Lions Club of the Bellmores, Inc. shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 9

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO CONGREGATION BETH OHR, BELLMORE, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD B-2, BELMORE, NEW YORK FOR THE PURPOSE OF HOLDING A CRAFT FAIR ON MARCH 27, APRIL 3, APRIL 17, MAY 8, MAY 22, JUNE 5, JUNE 19, JULY 3, JULY 17, JULY 31, AUGUST 14, AUGUST 26, SEPTEMBER 18, OCTOBER 9, OCTOBER 23, NOVEMBER 6, NOVEMBER 20, NOVEMBER 27, AND DECEMBER 4, 2022.

WHEREAS, Congregation Beth Ohr, c/o Bruce Nelson, President, 2550 South Centre Avenue, Bellmore, New York 11710 has requested to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Craft Fair on March 27, April 3, April 17, May 8, May 22, June 5, June 19, July 3, July 17, July 31, August 14, August 26, September 18, October 9, October 23, November 6, November 20, November 27, and December 4, 2022 (the "Fair"); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to Congregation Beth Ohr, c/o Bruce Nelson, President, 2550 South Centre Avenue, Bellmore, New York 11710 to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding the Fair on March 27, April 3, April 17, May 8, May 22, June 5, June 19, July 3, July 17, July 31, August 14, August 26, September 18, October 9, October 23, November 6, November 20, November 27, and December 4, 2022; and be it further

RESOLVED, that in conducting said activity Congregation Beth Ohr shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 9
Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE MERRICK CHAMBER OF COMMERCE TO USE TOWN OF HEMPSTEAD PARKING FIELD M-5, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL SPRING KIDS FESTIVAL APRIL 29, 2022 THROUGH MAY 1, 2022.

WHEREAS, the Merrick Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 has requested to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding the Annual Spring Kids Festival April 29, 2022 through May 1, 2022 (the "Festival"); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Merrick Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding the Festival and be it further

RESOLVED, that in conducting this activity, the Merrick Chamber of Commerce shall comply with all the provisions of the Code of the Town of Hempstead (the "Town Code"); and be it further

RESOLVED, that the grant of permission herein is subject to and conditioned upon the applicant's compliance with all the provisions of the Town Code, (including if amusement rides are to be used at the Annual Spring Kids Festival, the additional procedure described in section 105-3(D) of said code and the issuance, by the Board of Zoning Appeals, of the special permit described in section 272(F)(2) of the Hempstead Town Building Zone Ordinance (the "Special Permit")); and be it further

RESOLVED, that the grant of permission herein is subject to and conditioned upon New York State Coronavirus Guidelines in place at the time the Festival will be held and furthermore New York State Social Distancing Guidelines must be adhered to; and

Item #

9

Case #

20915

RESOLVED, that failure of the applicant herein to comply with all the provisions of the Town Code, (including ,if applicable, the failure to obtain the Special Permit in advance of the Festival, shall render this approval null and void; and be it further

RESOLVED, that subject to the issuance of the Special Permit, amusement rides will be set up after 7:00 p.m. on April 28, 2022 and removed by 6:00 a.m. on May 2, 2022.

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 GRANTING PERMISSION TO THE LONG ISLAND GROWERS MARKET, ORIENT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD S-3, SEAFORD, NEW YORK FOR THE PURPOSE OF HOLDING A FARMERS MARKET ON JUNE 4, JUNE 11, JUNE 18, JUNE 25, JULY 2, JULY 9, JULY 16, JULY 23, JULY 30, AUGUST 6, AUGUST 13, AUGUST 20, AUGUST 27, SEPTEMBER 3, SEPTEMBER 10, SEPTEMBER 17, SEPTEMBER 24, OCTOBER 1, OCTOBER 8, OCTOBER 15, OCTOBER 22, OCTOBER 29, NOVEMBER 5, NOVEMBER 12, & NOVEMBER 19, 2022.

WHEREAS, The Long Island Growers Market, c/o Ethel Terry, 35870 Main Road, Orient, New York 11957 has requested to use Town of Hempstead Parking Field S-3, Seaford, New York for the purpose of holding a Farmers Market on June 4, June 11, June 18, June 25, July 2, July 9, July 16, July 23, July 30, August 6, August 13, August 20, August 27, September 3, September 10, September 17, September 24, October 1, October 8, October 15, October 22, October 29, November 5, November 12, & November 19, 2022 (the "Market"); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to The Long Island Growers Market, c/o Ethel Terry, 35870 Main Road, Orient, New York 11957 to use Town of Hempstead Parking Field S-3, Seaford, New York for the purpose of holding the Market on June 4, June 11, June 18, June 25, July 2, July 9, July 16, July 23, July 30, August 6, August 13, August 20, August 27, September 3, September 10, September 17, September 24, October 1, October 8, October 15, October 22, October 29, November 5, November 12, & November 19, 2022 (the "Market"); and be it further

RESOLVED, that in conducting said activity The Long Island Growers Market shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 9

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO BEYOND THE BADGE, NY, WANTAGH, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD S-5, SEAFORD, NEW YORK FOR THE PURPOSE OF HOLDING A CAR SHOW ON MAY 15, 2022 (RAINDATE MAY 22, 2022).

WHEREAS, Beyond The Badge, NY, c/o Chris Panetta, 3280 Sunrise Highway, Wantagh, New York 11793 has requested permission to use Town of Hempstead Parking Field S-5, Seaford, New York for the purpose of holding a Car Show May 15, 2022 (Raindate May 22, 2022); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to Beyond The Badge, NY, c/o Chris Panetta, 3280 Sunrise Highway, Wantagh, New York 11793 to use Town of Hempstead Parking Field S-5, Seaford, New York for the purpose of holding the Car Show and be it further

RESOLVED, that in conducting said activity, Beyond The Badge, NY shall comply with all the provisions of the Code of the Town of Hempstead (the "Town Code"); and be further

RESOLVED, that the grant of permission herein is subject to and conditioned upon New York State Coronavirus Guidelines in place at the time the Car Show will be held and furthermore New York State Social Distancing Guidelines must be adhered to.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 9

Case # 20915

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO 1483-2018 AUTHORIZING THE AWARD OF A BID TO STASI INDUSTRIES INC. FOR RECONSTRUCTION OF HEWLETT LANE, BELLMORE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 24-18

WHEREAS, pursuant to Resolution 1483-2018, duly adopted by the Town Board on November 13, 2018 the Town entered into an agreement (the "Original Agreement") with Stasi Industries Inc. (the "Contractor") for the Reconstruction of Hewlett Lane, Bellmore, Town of Hempstead, Nassau County, New York; PW# 24-18 (the "Project") in the amount of \$628,885.00; and

WHEREAS, there is a need for an additional \$41,670.32 for the cost to remove unsuitable clay soil from the roadway and it is recommended that the Original Agreement be amended in the amount not to exceed \$670,555.32; and

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

NOW THEREFORE, BE IT

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

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

RESOLVED, the Comptroller be and hereby is authorized and directed to pay the costs of the Amendment, at a cost not to exceed \$41,670.32 with total payments not to exceed \$670,555.32 to be made from the Town Highway Capital Improvement Funds, Account No. 9561-503-9561-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10
Case # 30014

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT WITH ORACLE AMERICA, INC. FOR THE REIMPLEMENTATION OF THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM.

WHEREAS, the Town Comptroller recommends it is in the best interest of the Town to reinstall the Enterprise Resource Planning (ERP) System; and

WHEREAS, Oracle America, Inc. a NYS OGS Centralized Contract Vendor with Contract Number CM00884 for Information Technology Umbrella Contract has the necessary expertise in the Oracle Cloud ERP System for the reinstallation of the ERP System; and

NOW, THEREFORE, BE IT

RESOLVED, the Agreement is authorized at a cost not to exceed seven million one hundred thousand dollars (\$7,100,000.00).

RESOLVED, that the Town Board authorizes the Town Comptroller to execute the Agreement, and/or such other documents as may be required, with Oracle America, Inc. consistent with the foregoing; and be it further

RESOLVED, that the Comptroller is authorized and directed to make payments from the capital project account 700-0501-07000-5010-007B47 in an amount not to exceed seven million one hundred thousand dollars (\$7,100,000.00).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

14301



GENERAL TERMS- Public Sector

Oracle General Terms Reference:

US-TGMA-80117420-22-DEC-2021

These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and the entity identified below in the signature block. To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. DEFINITIONS

1.1 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.2 "**Integrated Software**" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 "**Master Agreement**" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 "**Operating System**" refers to the software that manages Hardware for Programs and other software.

1.5 "**Products**" refers to Programs, Hardware, Integrated Software and Operating System.

1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases).

1.7 "**Program Documentation**" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/documentation>.

1.8 "**Schedule**" refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 "**Separate Terms**" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 "**Service Offerings**" refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "**You**" and "**Your**" refers to the entity that has executed these General Terms.

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: Schedule S – Services.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

5. INDEMNIFICATION

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology

and shall refund any Program license fees You may have paid to Oracle for the Program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 You may terminate this Master Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If You end this Master Agreement as specified in the preceding sentence, You agree You must pay within 30 days all amounts which have accrued prior to the end of this Master Agreement, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under this Master Agreement plus applicable related taxes and expenses (if any).

6.3 If You have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.4 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**"). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 Subject to applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

8.4 To the extent You provide personal information to Oracle as part of any Service Offerings You have ordered under the Master Agreement, Oracle will comply with:

- a. the relevant Oracle privacy policies applicable to the Service Offerings, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>;
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/>; and
- c. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"). The version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference. The Data Processing Agreement does not apply to education services and Oracle Data Cloud services under Schedule D. Your order for Service Offerings may also contain additional or more specific privacy terms.

9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and

the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

13. GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by the laws of the State of California.

14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States 94065, Attention: General Counsel, Legal Department.

15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

16. OTHER

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

16.7 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

17. MASTER AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Agreement is _____ (DATE TO BE COMPLETED BY ORACLE)

Town of Hempstead		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

Oracle America, Inc. ("Oracle") 500 Oracle Parkway Redwood Shores, CA 94065

Your Name:	Town of Hempstead
General Terms Reference:	US-TGMA-80117420-22-DEC-2021

This Public Sector Services Schedule (this "Schedule S") is a Schedule to the General Terms referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule S shall coterminate with the General Terms.

1. DEFINITIONS

- 1.1 "**Services**" refers to consulting, advanced customer support services, education or other services which you have ordered from Oracle under this Schedule S.
- 1.2 Capitalized terms used but not defined in this Schedule S have the meanings set forth in the General Terms.

2. RIGHTS GRANTED / RESTRICTIONS

- 2.1 Upon payment for Services, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal operations anything developed by Oracle and delivered to You under this Schedule S ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.
- 2.2 You may allow Your agents and contractors (including, without limitation, outsourcers) to use deliverables for Your internal operations and You are responsible for their compliance with the General Terms and this Schedule S in such use.
- 2.3 Services provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 3.1 Oracle warrants that Services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient Services.
- 3.2 FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.**
- 3.3 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**



ORACLE MASTER AGREEMENT AMENDMENT ONE

This Oracle Master Agreement Amendment One (this "Amendment One") amends the Oracle Master Agreement US-TGMA-80117420-22-DEC-2021 dated _____, and all amendments and addenda thereto (the "Master Agreement") between Town of Hempstead ("You") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

A. GENERAL TERMS

1. Section 2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Delete the first sentence in its entirety and replace it with the following:

"This Master Agreement is applicable to the order which this Master Agreement accompanies."

3. Section 13. GOVERNING LAW AND JURISDICTION

Delete this section in its entirety and replace it with the following:

"The Master Agreement is governed by the laws of the State of New York."

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment One is _____. (to be completed by Oracle)

Town of Hempstead		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____



PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-12141999

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: Town of Hempstead Your Address: 350 Front Street Hempstead, NY 11550
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Oracle Representative: Michael Dogan	Your Billing / Accounts Payable Contact: Michael J. Capabianco
Phone Number: (678) 576-8327	Phone Number: (516) 812-3578
Email Address: michael.dogan@oracle.com	Email Address: MCapobianco@tohtml.org

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Fixed Price Services	Exhibit 1	\$7,100,000.00	\$0.00	\$7,100,000.00
Total Fees and Estimated Expenses				\$7,100,000.00

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the US-TGMA-80117420-22-DEC-2021 and all amendments and addenda thereto (collectively, the "Master Agreement").
- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <http://www.oracle.com/contracts> apply to and are incorporated into this order.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through:** 28-FEB-2022.
- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- Rights Granted:**
Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to access and use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

Town of Hempstead	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____ <i>(to be completed by Oracle)</i>	



Fixed Price Exhibit

Oracle Contract Information

Customer Name: Town of Hempstead

Ordering Document Number: US-12141999

Exhibit Number: 1

1. Description of Services and Deliverables.

A. Definitions.

Within this exhibit, the following definitions will apply:

- i. **"Town of Hempstead"** shall mean the entity that executed the Agreement. "Cloud" is a general term meaning the delivery of hosted services over the internet.
- ii. **"Cloud Updates"** shall mean product releases of the Oracle Fusion Cloud Services.
- iii. **"Configure"** and **"Configuration"** shall mean the setup of the Oracle Cloud Application using the Standard Functionality provided within the Oracle Fusion Cloud Services release planned for Go Live.
- iv. **"Conversion"** shall mean the data conversions set forth in [Section 7.B](#) (Conversions) and subject to the complexity definitions set forth in [Section 7.D.ii](#) (Complexity Definitions).
- v. **"Countries"** or **"Country"** shall mean the country or countries set forth in [Section 1.D.v](#) (Country Assumptions).
- vi. **"Custom Reports"** shall mean the custom reports listed in [Section 7.C](#). (Custom Reports) below and modifications to Standard Reports and are subject to the complexity definitions set forth in [Section 7.D.iii](#) (Complexity Definitions).
- vii. **"Data Governance"** shall mean a set of disciplines, processes and technologies, for ensuring the accuracy, completeness, timeliness and consistency of multiple domains of Town of Hempstead's data across the Oracle Cloud Applications, non-Oracle applications, systems and databases, and across Town of Hempstead's business processes, functional areas, organizations and geographies.
- viii. **"Deliverable"** means the discrete output(s) of either Town of Hempstead or Oracle as specified in the "Deliverable Name" column of the table in [Section 1.F](#) of this exhibit.
- ix. **"End-to-End Process"** shall mean Town of Hempstead's business processes related to, but outside of, the Oracle Cloud Applications.
- x. **"EPM"** shall mean Oracle Fusion Enterprise Performance Management Cloud Service.
- xi. **"ERP"** shall mean Oracle Fusion Cloud Enterprise Resource Planning.
- xii. **"Existing Process"** shall mean Town of Hempstead's legacy business processes prior to the onset of the project.

- xiii. **"Flexfield"** is a flexible data field used to capture additional descriptive information or attributes.
- xiv. **"Global Design"** shall mean the part of the Services when (i) the To-Be Process and Oracle Cloud Applications are designed and harmonized to create the Global Template (if applicable); (ii) the strategy for Conversions, Integrations, Reports, training, and communications are developed; and (iii) the sequence and grouping of Countries/regions are confirmed. Global Design may be referred to as "Enterprise Design" if the Services are for a single Country.
- xv. **"Global Template"** shall mean the globally consistent To-Be Process, Configurations, Conversions, Integrations, and Reports that all Countries/regions/business units will adapt to.
- xvi. **"Go Live"** is complete for a Wave (as described in the timeline in Section 1.C.i of this exhibit if the project consists of more than a single Wave) when each of the Deliverables identified as "production" in the Deliverables Section below for such Wave has been accepted pursuant to the acceptance process set forth in Section 2 (Acceptance of Deliverables).
- xvii. **"HCM"** shall mean Oracle Fusion Cloud Human Capital Management.
- xviii. **"Integrations"** shall mean the data integrations set forth in Section 7.A (Integrations) and subject to the complexity definitions set forth in Section 7.D.i (Complexity Definitions).
- xix. **"Ongoing Support Model"** shall mean the model (as set forth in the Ongoing Support Model Deliverable described in Section 1.F (Deliverables) below) under which Town of Hempstead will support the Oracle Cloud Applications following the Post Go Live Assistance Period.
- xx. **"Oracle Cloud Application(s)"** shall mean the in scope Oracle software application module(s) to be implemented based on the Oracle Fusion Cloud Services as listed in Section 1.B.i.
- xxi. **"Oracle Cloud Operations"** shall mean the Oracle organization in charge of operating the subscribed Oracle Cloud Services.
- xxii. **"Oracle Cloud Services"** shall mean the Oracle hosted Cloud offering separately subscribed by Town of Hempstead for the Oracle Cloud Applications.
- xxiii. **"Oracle Modern Best Practices"** shall mean a collection of business processes that are pre-defined by Oracle and are designed to map to certain portions of the Standard Functionality contained in the respective Oracle Cloud Application.
- xxiv. **"Oracle True Cloud Method+"** and **"TCM+"** shall mean the Oracle Cloud delivery approach (i.e., methods, Deliverables) that underpins the execution of Cloud projects.
- xxv. **"Post Go Live Assistance"** shall mean assistance provided by Oracle during the Post Go Live Assistance Period to support the Oracle Cloud Applications and facilitate Town of Hempstead's transition to the Ongoing Support Model.
- xxvi. **"Post Go Live Assistance Period"** shall mean the period beginning upon Go Live and ending after ten (10) consecutive business days for EPM and twenty (20) consecutive business days for all other modules.
- xxvii. **"Process Play Back"** or **"PP"** shall mean a TCM+ activity designed to tailor aspects of the Solution and demonstrate and Validate the Solution as further described in this Exhibit. Process Play Backs are supported by prototypes.
- xxviii. **"Reports"** shall mean the Standard Reports and the Custom Reports.
- xxix. **"Solution"** as used in this exhibit, shall mean the Oracle Cloud Applications and the Configurations, Reports, Conversions, and Integrations as specified in this exhibit and is not intended to bind Oracle to "solve" any product related issues or problems.

- xxx. **"Standard Functionality"** shall mean the standard functionality of the Oracle Cloud Applications as set forth in the relevant product documentation.
- xxxi. **"Standard Reports"** shall mean the unmodified reports available in Standard Functionality of the Oracle Cloud Applications.
- xxxii. **"To-Be Process"** shall mean Town of Hempstead's adapted business process flows within the Oracle Cloud Applications.
- xxxiii. **"Validation"** or **"Validate"** shall mean a test or testing to confirm that the Oracle Cloud Applications are performing in accordance with the Global Template.
- xxxiv. **"Wave"** shall mean a discrete segment of the Services as specified in Section 1.C.i if the project consists of more than a single Wave.

B. Cloud Applications and Scope of Services.

i. Oracle Cloud Applications.

Using Oracle TCM+ and as further set forth in this exhibit, Oracle will implement or reconfigure Standard Functionality for the following Oracle Cloud Applications, modules, and processes:

ERP Oracle Cloud Applications

Pillar	Application	Module(s)	Processes
ERP	Oracle Fusion Financials Cloud Service	Oracle Fusion Cash Management	Review Activities, Bank Validation, Initiate Interbank Activities, Manage End of Period Positions, Bank Statement Analysis Report, Bank Statement Report, Cash to General Ledger Reconciliation Report, Cash in Transit Report, Cash in Transit Report Data Model, Bank Account Statement Import Formats, Banks and Bank Accounts, Approve Bank Transfers, Approve Ad-hoc Payments, Automatic Reconciliation of Bank Statements, Manual Reconciliation of Bank Statements, Create Bank Statement Transactions, Submit Cash to General Ledger Reconciliation Report
ERP	Oracle Fusion Financials Cloud Service	Oracle Fusion General Ledger ("GL")	Manage Ledgers, Subledgers, Collect and Account Transactions from Cloud ERP Subledgers, Allocations, Edit and Post Journals, Cloud Integration Management, Month End Close, Close and Report, Record Transactions, Perform Intercompany Transactions, Perform Intracompany Transactions, Provide Accounting with Required Accruals/Backup, Revenue Accounting, Payroll Accounting, Perform Close, Record to Report ("R2R") Policy Management, Manage Ledgers, Ad Hoc Reporting, Perform Allocation Accounting Analysis and Reporting,
ERP	Oracle Fusion Financials Cloud Service	Oracle Fusion Assets	Create, Maintain, Capitalize, Depreciate, and Retire Assets; Cloud Integration Management; Analyze and Reconcile Accounts; Fixed Asset Accounting GASB34 reporting

Pillar	Application	Module(s)	Processes
ERP	Oracle Fusion Financials Cloud Service	Oracle Fusion Payables	Receive, Import and Process Invoices, Invoice Approval, Audit Invoices, Approve Invoices, Record Accounting for Invoices, Prepare and Record Payments, Process Payment Files, Record Accounting for Payments, Analyze Accounts Payable Balances, Manage Accounts Payable Disputes, Close Payable Period, Payables Transactions ACH and Positive Pay
ERP	Oracle Fusion Financials Cloud Service	Oracle Receivables	Create and Manage Transactions, Send Invoices, Address Billing Issues, Process and Apply Payments, Manage Adjustments, Post Receivables Activities, Schedule Receivables Close, Monitor Outstanding Receivables,
ERP	Oracle Fusion Procurement Cloud Service	Oracle Purchasing Cloud, Oracle Procurement Cloud and Oracle Self Service Procurement Cloud	Manage Procurement Catalog/Punchouts, Supplier Maintenance, Manage Requisitions, Purchase Orders Receive Goods and Services, Self-Service Procurement
ERP	Oracle Fusion Supply Chain Cloud Service	Oracle Fusion Cost Management (Including Oracle Cost Accounting)	WIP Costing and Reporting, Cost Estimate and Rollup, Cost Variance Capture, Cost Rollup, Manage Receipts, Record and Review Receipt Accounting, Accrual Accounting Write-offs, Manage Cost Accounting, Define Costs, Record and Review Cost Accounting, Manage Inventory Valuation, Manage Period End (Accruals), Audit Cost Accounting, Analyze Product Costs
ERP	Oracle Fusion Supply Chain Execution Cloud Service	Oracle Inventory Management	Inventory Visibility, Inventory Counting and Adjustments, Inventory Reporting, Manage Inventory, Manage Inventory Transactions (miscellaneous, transfers orders), Shipments (internal material transfer), Review Inventory Balances, Define ABC Classifications, Perform Cycle Counting (via classification or category), Perform Physical Inventory Count, Plan Inventory Replenishment - Min/Max (Store room), PAR (expense items)
ERP	Oracle Fusion Project Management Cloud Service	Oracle Fusion Grants Management	Project Costing, Invoice and Billing, Manage Awards, Sponsors, Funding Sources
ERP	Oracle Fusion Project Management Cloud Service	Oracle Project Portfolio Management Cloud Services (Oracle Fusion Project Billing, Oracle Fusion Project Contracts, Oracle Fusion Project Costing,	Manage Project Budget and Forecast, Distribute Overhead Costs to Projects, Review and Adjust Project Cost, Record Capital Asset Costs, Allocate Project Costs, Manage Contract Revenue and Billing, Record Accounting for Project Costs

EPM Oracle Cloud Applications

Pillar	Application	Module(s)	Processes
ERP/ EPM	Oracle Fusion Enterprise Performance Management Cloud Service	Oracle Narrative Reporting	Manage Narrative and Statutory Reporting Packages with Self-Service and Collaboration Capabilities, Giving Visibility to the Progress and Status of the Reporting Lifecycle
ERP/ EPM	Oracle Fusion Enterprise Performance Management Cloud Service	Oracle Planning	Financial Statement Planning for Balance Sheet, Income Statement and Cash Flow; Workforce Planning by Employee or Job Code or both; Project Financial Planning, Scenario Modeling

HCM Oracle Cloud Applications

Pillar	Application	Module(s)	Processes
HCM	Oracle Fusion United States Payroll Cloud Service	Oracle Fusion United States Payroll	Maintain Personal Payroll (e.g., Payment Methods, Element Entries), Manage Payroll Transactions, Calculate and Balance Payroll, Calculate Payment Distributions, Distribute Payroll Payments, Calculate Cost Distributions, Distribute Payroll Accounting Information, Manage Regulatory and Tax Reporting
HCM	Oracle Fusion Human Resources (core) Cloud Service	Oracle Fusion Core Human Resources ("HR")	Add Person, Manage Personal Information, Manage Employment Information, Promote Worker, Transfer Worker, Process Voluntary Employee Separation, Process Involuntary Employee Separation, Manage Reduction-In-Force (Redundancy), Manage Retirement, Manage Separation Due to Death, Terminate Worker, Maintain Worker Directories, Manage Checklist, Manage Documents of Record, Manage Social Networking, Analyze Workforce Development, Evaluate Workforce Deployment, Performance, Wellness, Volunteer, Workforce Modeling, Position Management, Hire to Termination, Manage Positions, Manage Eligibility Profiles
HCM	Oracle Fusion HR Help Desk Cloud Service	Oracle Fusion HR Help Desk	Service Request Tier Management, Knowledge Management, Service Request Tracking, Employee Request Tracking, Service Collaboration, Follow-up and Response, Intelligent Search, Knowledge Authoring, Version Management, Helpdesk Knowledge Repository, Employee Relations
HCM	Oracle Fusion Benefits Cloud Service	Oracle Fusion Benefits	Manage Benefits Plans, Programs and Events, Maintain Benefits Enrollments and Elect Benefits
HCM	Oracle Fusion Compensation Cloud Service	Oracle Fusion Compensation	Manage Base Pay, Manage Individual Compensation, Allocate Budgets, Compensate Workforce, Administer Workforce Compensation
HCM	Oracle Fusion Learning Cloud Service	Oracle Fusion Learning	Establish Learning Programs, Manage Learning Catalog, Manage Learner Information, Participate in Learning Activities, Manage Learner Enrollment and Completions
HCM	Oracle Fusion Onboarding Cloud Service	Oracle Fusion Onboarding	Manage Checklists, Manage Tasks (e.g., Onboarding tasks), Manage Signatures, Pre-Hire Workflow, New Hire Workflow, E-Offer

Pillar	Application	Module(s)	Processes
HCM	Oracle Fusion Recruiting Cloud Service	Oracle Fusion Recruiting	Create Job Requisition, Post Requisition, Manage Job Requisition Lifecycle, Manage Candidates (i.e. Moving Candidates from In-Review to Interview), Manage Talent Pools (Manage specific pools of candidates based on a skillset or talent need), Manage Recruiting Campaigns (Advertise Job Requisitions and Referrals), Manage Career Sites (i.e. External facing), Search for Jobs (i.e. Internal Career Site for Employees), Refer Jobs, Manage Candidate Job Applications, Manage Interview, Manage Offers
HCM	Oracle Fusion Performance Management Cloud Service	Oracle Fusion Performance Management	Define Worker Performance, Evaluate Worker Performance, Analyze Workforce Deployment Performance, Manage Performance Improvement Plan
HCM	Oracle Fusion Talent Management	Oracle Fusion Career Development	Manage Individual Development Plan, Manage Career Development,
HCM	Oracle Fusion Performance Management Cloud Service	Oracle Fusion Goal Management Cloud	Manage Organization Goals
HCM	Oracle Fusion Talent Management	Oracle Fusion Talent Management	Manage Talent Profile
HCM	Oracle Fusion Absence Management Cloud Service	Oracle Fusion Absence Management	Workforce Management, Leave of Absence, Manage Absences, Manage Schedules
HCM	Oracle Fusion Time and Labor Cloud Service	Oracle Fusion Time and Labor	Report Time, Transfer Time, Approve Time, Analyze Time
HCM	Oracle Fusion Workforce Health and Safety Cloud Service	Oracle Fusion Workforce Health and Safety	Manage Environment, Health and Safety Incidents

ii. Services Overview.

Oracle will perform the following as described in this exhibit:

- a. Perform project management, governance, and deployment activities for the Oracle Cloud Applications as specified in [Section 1.C.iii](#).
- b. Work with Town of Hempstead to perform a Chart of Accounts redesign as specified in [Section 1.C.iii](#).
- c. Design To-Be Processes that align to the Oracle Cloud Applications based on the Global Design as specified in [Section 1.C.ii](#).
- d. Configure and Validate the Oracle Cloud Applications as specified in [Section 1.C.iii](#).
- e. Design the Conversion strategy and load data as specified in [Section 1.C.iii](#) for the Oracle Cloud Applications after Town of Hempstead has extracted them from Town of Hempstead's source systems, cleansed, and transformed the data (Conversions listed in [Section 7.B](#)).

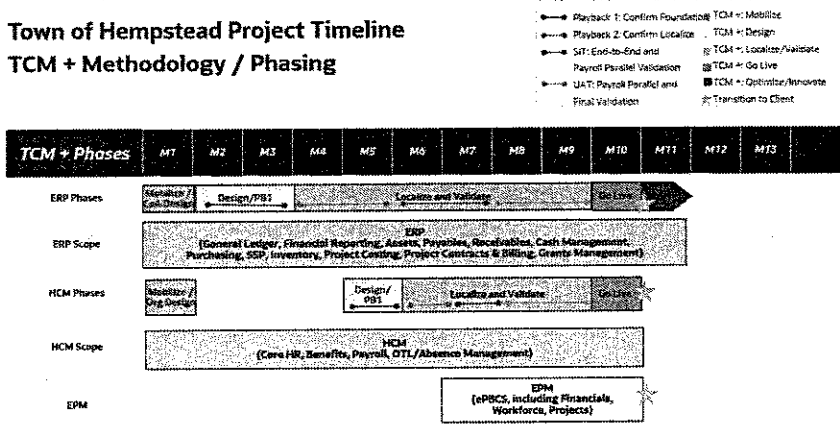
- f. Design the Integration Strategy and integrate the Oracle Cloud Applications with Town of Hempstead's systems as specified in [Section 1.C.iii](#) for the Integrations.

C. Project Approach and TCM+ Stage Overview.

The Services will be provided using Oracle TCM+, which includes five (5) stages: Mobilize, Design, Localize and Validate, Go Live, and Optimize & Innovate as specified in the table in [Section 1.C.ii](#) below. The specific role of each party is set forth in [Section 1.C.iii](#).

- i. Project Timeline.

The following diagram provides a high-level timeline for the project that will be further defined as part of the [Project Plan Deliverable](#). The timelines and completion dates shown in the diagram are intended for planning and scheduling purposes only.



- ii. TCM+ Stage Overview.

TCM+ Stage	Stage Overview
MOBILIZE	<p>The purpose of this stage is to ramp up the project team, establish the team culture, and confirm delivery expectations. During this stage, the team will collaborate to define how we will govern the project. This includes:</p> <ul style="list-style-type: none"> Identifying the teammates empowered to make decisions Agreeing on a cadence in which we monitor and report progress Communicating the change control process Communicating the <u>Deliverable Acceptance Framework Deliverable</u> Drafting and confirming the <u>Project Plan Deliverable</u>, including planning the Global Design workshop objectives, schedule, participants, and logistics Establishing the Project Charter
DESIGN	<p>This stage is dedicated to validating scope across the project and identifying any necessary scope changes (subject to the Change Control set forth in the Policies). The team will coordinate a series of workshops to:</p> <ul style="list-style-type: none"> Discuss the To-Be Process that will be based on standard industry Cloud ERP and Cloud HCM practices instead of existing Town of Hempstead business processes except where regulations dictate otherwise Discuss Configuration of the Oracle Cloud Applications Review the Global Template with Country/region/business unit resources and identify where Country/region/business unit localizations may be required (e.g. legal, statutory, or tax requirements), if applicable <p>These workshops are referred to as Process Play Back 1 ("PP1") and are supported by a prototype ("P1").</p> <p>The technology teammates will work to define the <u>Integration Strategy Deliverable</u> and <u>Data Conversion Strategy Deliverable</u> which helps to confirm and finalize the Integration and Conversion inventories.</p> <p>Work will begin on the <u>Training Plan Deliverable</u>.</p>
LOCALIZE AND VALIDATE	<p>This stage is dedicated to refining the Configuration of the Oracle Cloud Applications. The team facilitates design workshops to discuss and adapt the Existing Process and requirements to local (e.g., regional, Country, business unit) specifications. These design sessions build upon the Global Template from the Design stage to help:</p> <ul style="list-style-type: none"> Identify business unit- and Country-specific legal, regulatory, union, or works council requirements to be addressed by the <u>Configuration Workbooks Deliverable</u> Define additional local (e.g., regional, Country, business unit) To-Be Process integration points Identify technology, forms, or other documentation required to enable the To-Be Process locally <p>Two Process Play Backs ("PP2" and "PP3") and supporting prototypes ("P2" and "P3") will be completed. Each Process Play Back will be Validated (i.e., tested) to confirm that the Configurations, Conversions, and Integrations of the Oracle Cloud Applications enable the To-Be Process. The final Validation will be an end-to-end test (i.e., system Integration test, "SIT") to confirm the Solution.</p> <p>Town of Hempstead continuously cleanses the data as it is iteratively converted and Validated with each Process Play Back.</p> <p>A user acceptance test ("UAT") is also completed, if needed, focusing on training and engaging the user community.</p> <p>Communications and training to the end user population will be drafted, finalized, and delivered.</p> <p>A <u>Cutover Checklist Deliverable</u> is also defined during this period in preparation for Go Live.</p>

TCM+ Stage	Stage Overview
GO LIVE	During this stage, Conversions are Validated in preparation for Go Live. The team executes the Cutover Checklist to deploy the Oracle Cloud Applications, Integrations, and data to the production environment. Delivery of communications and training to end users will continue.
OPTIMIZE & INNOVATE	During this stage, Oracle will provide Post Go Live Assistance to address identified issues associated with the scope of the Services.

iii. Activities.

Oracle and Town of Hempstead will perform the activities specified in the Work Stream and Activities table below (the "Activities"). As used herein, "Work Stream" means a category of related Activities as set forth in the Work Stream and Activities table. As used in the Work Stream and Activities table below:

- a. "Primary" indicates the organization responsible for driving the completion of the Activity, including (but not limited to): authoring the associated Deliverable (if applicable), and scheduling and facilitating the necessary meetings to solicit input into the Deliverable/Activity.
- b. "Support" indicates the organization responsible for providing input into the completion of the Activity, including (but not limited to): reviewing and providing input into the content in the associated Deliverable/Activity, and participating in the necessary meetings to provide input into the Deliverable/Activity. Additional responsibilities specific to the support role are indicated in the table below (as needed). In the instances where Oracle is support, they can provide Deliverable examples, if needed.

#	Work Stream and Activities	Primary	Support	Notes About Support Role
Project Management Work Stream				
PM1	Oversee and facilitate performance of Town of Hempstead's resources	Town of Hempstead	N/A	
PM2	Oversee and facilitate performance of Oracle resources	Oracle	N/A	
PM3	Provide executive sponsorship to oversee Town of Hempstead's performance and resources	Town of Hempstead	N/A	
PM4	Provide executive sponsorship to oversee Oracle performance and resources	Oracle	N/A	
PM5	Prepare and execute monthly steering committee meetings	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Help document and prepare materials for meetings
PM6	Document the <u>Project Charter Deliverable</u> as described in <u>Section 1.F</u> (Deliverables) below.	Oracle	Town of Hempstead	
PM7	Document the project <u>Governance Model Deliverable</u> as described in <u>Section 1.F</u> (Deliverables) below and establish a project governance committee	Oracle	Town of Hempstead	

#	Work Stream and Activities	Primary	Support	Notes About Support Role
PM8	Execute project governance processes	Oracle	Town of Hempstead	
PM9	Document and manage the <u>Project Plan Deliverable</u> as described in <u>Section 1.F</u> (Deliverables) below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Document and manage activities owned by Town of Hempstead that impact the Services Provide Town of Hempstead's interdependencies for the Project Plan, including dependencies in Town of Hempstead's organization with other projects and with third party vendors Co-author and provide input into the integrated Project Plan
PM10	Maintain the Project Plan and use it as the baseline to create a weekly status report (" <u>Status Report</u> ")	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Assist with maintaining the Project Plan and provide accurate status of Town of Hempstead-owned or interdependent activities
PM11	Compile Status Reports and jointly agree with Town of Hempstead on the template and cadence to be used for the Status Reports	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Document and provide input into the Status Report template Provide updates to the Status Report for Town of Hempstead's owned activities
PM12	Jointly compile an Exit Memo and jointly agree with Town of Hempstead to confirm that the Mobilization Phase for HCM has completed and document the <u>Exit Memo Mobilization Phase</u> as described in <u>Section 1.F</u> (Deliverables) below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Confirm completion of the Mobilization Phase for HCM
PM13	Jointly compile an Exit Memo and jointly agree with Town of Hempstead to confirm that the Chart of Accounts Redesign has completed and document the <u>Exit memo Chart of Accounts Redesign</u> as described in <u>Section 1.F</u> (Deliverables) below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Confirm completion of the Chart of Accounts Redesign
PM14	Jointly compile an Exit Memo and jointly agree with Town of Hempstead to confirm that PP1 for HCM has completed and document the <u>Exit Memo PP1</u> as described in <u>Section 1.F</u> (Deliverables) below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Confirm completion of PP1
PM15	Jointly compile an Exit Memo and jointly agree with Town of Hempstead to confirm that PP2 for ERP and HCM has completed and document the <u>Exit Memo PP2</u> as described in <u>Section 1.F</u> (Deliverables) below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Confirm completion of PP2

#	Work Stream and Activities	Primary	Support	Notes About Support Role
PM16	Jointly compile an Exit Memo and jointly agree with Town of Hempstead to confirm that SIT has completed and document the <u>Exit Memo SIT</u> as described in <u>Section 1.F (Deliverables)</u> below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Confirm completion of SIT
PM17	Jointly compile an Exit Memo and jointly agree with Town of Hempstead to confirm that UAT has completed and document the <u>Exit memo UAT</u> as described in <u>Section 1.F (Deliverables)</u> below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Confirm completion of UAT
PM18	Document the <u>Deliverable Acceptance Framework Deliverable</u> as described in <u>Section 1.F (Deliverables)</u> below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Confirm Deliverable contributors, reviewers and sign-off resources Provide input into the <u>Deliverable Acceptance Framework Deliverable</u>
PM19	Conduct a project kick-off meeting with all project team members to review the <u>Project Charter, Governance Model, and Project Plan</u> Deliverables	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Provide a conference room, teleconferencing tools, and in room equipment to accommodate all participants participating at Town of Hempstead locations Confirm Town of Hempstead's participants and presenters for the meeting Help define the agenda and content for meeting, including confirming Town of Hempstead participants who will present and endorse the project
PM20	Create an <u>Ongoing Support Model Deliverable</u> as described in <u>Section 1.F (Deliverables)</u> below	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Confirm Town of Hempstead's support model for existing systems following Go Live Provide input on the impact of a proposed Ongoing Support Model Confirm the Ongoing Support Model
PM21	Manage and coordinate activities with Town of Hempstead's third party vendors, aligning them and their delivery schedules with the project timeline	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Provide input regarding third party vendor products and services with project dependencies that impact the Services
PM22	Coordinate activities with other dependent initiatives within Town of Hempstead's organization, including projects being conducted in parallel or with dependencies necessary for deployment of the Oracle Cloud Applications	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Provide input regarding dependent initiatives that may impact resources, schedule, scope, and/or Services

#	Work Stream and Activities	Primary	Support	Notes About Support Role
PM23	Create a <u>Cutover Checklist Deliverable</u> as described in <u>Section 1.F (Deliverables)</u> below.	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Document the detailed tasks required to transition the Work Streams for which Town of Hempstead is the Primary role to the new operating model, To-Be Process, and systems including resources and timing, based on input from the Work Streams Confirm all Work Streams are represented in the cutover plan Assist in maintaining the Cutover Checklist throughout Go Live
PM24	Create and manage the project business case	Town of Hempstead	N/A	
PM25	Collaborate and coordinate with resources across Oracle to address issues and questions that come up throughout the duration of the Services	Oracle	N/A	
PM26	Create an <u>Environment Management Plan Deliverable</u> as described in <u>Section 1.F (Deliverables)</u> below	Oracle	Town of Hempstead	
PM27	Execute the Environment Management Plan throughout the deployment(s), including the final deployment of the Solution into the production environment	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Help coordinate and schedule environment related service requests with Oracle Cloud Operations
PM28	Confirm Town of Hempstead's staff member workstation system compliance and any pre-installation activities as described in the Oracle Cloud Application documentation	Town of Hempstead	N/A	
PM29	Create the <u>Non-Oracle Requirements Deliverable</u> as described in <u>Section 1.F (Deliverables)</u> below	Town of Hempstead	N/A	
PM30	Work directly with Oracle Cloud Operations for the following: enablement of single-sign-on; provisioning of new environments; cloning of environments (i.e., pre-production to production, or production to pre-production); updates and patches; Pretty Good Privacy encryption for data extracts and Business Intelligence Publisher extracts; and any issues related to the above activities	Town of Hempstead	N/A	

#	Work Stream and Activities	Primary	Support	Notes About Support Role
PM31	Compile a Go-No Go Milestone Payment document and agree with Town of Hempstead to confirm that Oracle and Town of Hempstead are in agreement that the application can be moved to production and document the <u>Go-No Go Milestone Payment</u> as described in <u>Section 1.F (Deliverables)</u> below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Assist with reviewing the criteria for readiness for the production cutover
PM32	Compile an Exit Memo and agree with Town of Hempstead to confirm that the Post Production Support period has completed and document any open items and document the <u>Program Exit Memo</u> as described in <u>Section 1.F (Deliverables)</u> below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Assist with reviewing any open items
Configuration/Functional Work Stream				
C1	Conduct a familiarization/education workshop during the TCM+ Design stage to demonstrate Oracle Cloud Application functionality using Oracle Modern Best Practice process flows, videos, and a pre-configured Cloud environment (where appropriate). Typical topics discussed include role based security, navigation, workflows, extensibility, and any Country/regional localizations (e.g. legal, statutory, or tax requirements) that may be required.	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Help coordinate participants and confirm on-site and remote facilities
C2	Complete business questionnaires (via business subject matter experts) to help inform the design of the Oracle Cloud Applications	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Answer questions about the questionnaire template Advise on mapping Town of Hempstead's business process to Standard Functionality
C3	Design the End-to-End Process for processes that are performed outside the Oracle Cloud Applications	Town of Hempstead	N/A	
C4	Design a To-Be Process that aligns to the Oracle Cloud Applications	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Provide input into To-Be Process as part of Global Design and stakeholder reviews Maintain To-Be Process following Global Design Provide input into current state of end user experience to assess impacts
C5	Create the <u>End-to-End Process Diagrams Deliverable</u> for processes that are performed outside the Oracle Cloud Applications as described in <u>Section 1.F (Deliverables)</u> below	Town of Hempstead	N/A	

#	Work Stream and Activities	Primary	Support	Notes About Support Role
C6	Identify business practice and procedure changes that will be required based on the To-Be Process and Global Template	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Provide information regarding To-Be Processes in the Oracle Cloud Applications
C7	Identify changes to non-Oracle applications that will be required based on the To-Be Process and Global Template	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Provide information regarding known impacts to non-Oracle applications that will be interfaced with the Oracle Cloud Applications. This support will be limited to knowledge of the Oracle Cloud Applications only; Oracle will not provide expertise of non-Oracle applications
C8	Execute Global Design culminating in Process Play Back 1 to make key decisions about the Configurations, Reports, Conversions, and Integration designs. As a result of Global Design, document decisions, compile a list of action items to work through, and manage any identified risks and issues.	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Identify empowered and accountable resources to make decisions Confirm the final Global Template
C9	Execute iterative Process Play Back sessions (PP2 and PP3) to Validate the Configuration, Conversions, Integrations, and Reports in the enabling prototypes (P2 and P3)	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Identify empowered and accountable resources to make decisions Validate the prototypes accurately reflect the Global Template and localizations required for each business unit/region/Country
C10	Prepare and finalize the <u>PP1 Configuration Workbooks</u> and <u>PP2 Configuration Workbooks</u> Deliverable as described in <u>Section 1.F (Deliverables)</u> below using a template provided by Oracle based on the final decisions Town of Hempstead made throughout the Process Play Backs. The Validated Configuration and corresponding Configuration Workbooks will be applied to the production environment for live business operation. Oracle will work with the Town of Hempstead to document the configuration workbook changes that are made as well as to create and maintain a Risk, Issues, Action, and Decision log related to the Configuration Workbooks.	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Answer questions about Town of Hempstead's business processes and regulations as input to the Configuration Workbook template Review and Validate the final Configuration Workbooks Assist with maintaining a Risk, Issues, Action, and Decision log
C11	Implement Configurations in Town of Hempstead's pre-production environment for the Oracle Cloud Applications	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Make resources available for advice and guidance Set-up additional Configuration(s)

#	Work Stream and Activities	Primary	Support	Notes About Support Role
C12	Implement Configurations in Town of Hempstead's production environment for the Oracle Cloud Applications	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Make resources available for advice and guidance Set-up additional Configuration(s)
C13	Implement required policy and procedure changes to support the To-Be Process and Oracle Cloud Applications	Town of Hempstead	N/A	
C14	Implement required changes to non-Oracle systems	Town of Hempstead	N/A	
C15	Assist with resolution of Configuration issues identified during testing/Validation and the Post Go Live Assistance Period	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Advise on To-Be Process impacts Makes resources available for advice and guidance
C16	Prepare test scenarios for testing/Validation	Oracle	Town of Hempstead	
C17	Evaluate and test Cloud Updates	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Share information about features in a Cloud Update and help advise on how to incorporate the Cloud Update into the <u>Project Plan Deliverable</u>
C18	Schedule and accept product features in a Cloud Update	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Demonstrate the features and functionality of the Cloud Updates
#	Conversions Work Stream			Notes
CON1	Provide information on Town of Hempstead's data, including data models, data usage and legacy custom data	Town of Hempstead	Oracle	
CON2	Develop and/or modify Town of Hempstead's Data Governance approach and provide to Oracle prior to the commencement of Global Design	Town of Hempstead	N/A	
CON3	Create a <u>Data Conversion Strategy Deliverable</u> as described in <u>Section 1.F (Deliverables)</u> below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Provide insights about all data sources and quality of data Provide access to data owners across Town of Hempstead's organization
CON4	Create Conversion design	Oracle	Town of Hempstead	
CON5	Extract data from Town of Hempstead's source systems and provide to Oracle in an Oracle-specified format and location	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Provide data formats, define delivery method, timing, volume, security and advise on strategy for consolidating different types of feeds
CON6	Provide extracts of Flexfields in Town of Hempstead's current solution	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Create target fields using Flexfields

#	Work Stream and Activities	Primary	Support	Notes About Support Role
CON7	Map Town of Hempstead's source data to the Oracle Cloud Applications	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Answer questions about the data conversion tools Advise on Oracle standards Advise Town of Hempstead on Oracle Cloud data structures and data requirements
CON8	Create data import scripts for the Oracle Cloud Applications	Oracle	N/A	
CON9	Validate data accuracy	Town of Hempstead	N/A	
CON10	Perform data deletion for business objects	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Prepare and assist with executing related business objects
CON11	Cleanse source data provided to Oracle	Town of Hempstead	N/A	
CON12	Transform (as needed) source data provided to Oracle	Town of Hempstead	N/A	
CON13	Import data in Town of Hempstead's pre-production environment for the Oracle Cloud Applications	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Provide data to be imported
CON14	Import data into Town of Hempstead's production environment for the Oracle Cloud Applications from source systems	Town of Hempstead	N/A	
CON15	Perform data stewardship activities in data management (e.g., cleansing, matching, and merging)	Town of Hempstead	Oracle	
CON16	Execute data load processes as part of Optimize & Innovate stage of TCM+	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Answer questions about the data conversion tools Advise on Oracle standards
CON17	Resolve data quality issues as part of Optimize & Innovate stage of TCM+	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Advise on Conversion standards
Integrations Work Stream				
IN1	Create an <u>Integration Strategy Deliverable</u> as described in <u>Section 1.F (Deliverables)</u> below	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Provide insights about Town of Hempstead's systems Provide access to system owners across Town of Hempstead's organization
IN2	Enable connectivity to the Oracle Cloud Applications, which includes opening firewall ports, configuring proxies, and managing all other network related data center activities	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Obtain connectivity information for Town of Hempstead's Oracle Cloud Applications Test and confirm connectivity

#	Work Stream and Activities	Primary	Support	Notes About Support Role
IN3	Identify external Integration requirements	Town of Hempstead	N/A	
IN4	Prepare Integration functional designs	Oracle	Town of Hempstead	<ul style="list-style-type: none"> • Provide insights about Town of Hempstead's systems • Provide access to system owners across Town of Hempstead's organization • Validate and approve functional designs
IN5	Prepare Integration technical designs	Oracle	Town of Hempstead	<ul style="list-style-type: none"> • Provide insights about Town of Hempstead's systems • Provide access to system owners across Town of Hempstead's organization
IN6	Build the non-Oracle system portion for any Integrations into or out of Town of Hempstead's non-Oracle systems (for example for bank interfaces)	Town of Hempstead	N/A	
IN7	Implement the Integrations in Town of Hempstead's production environment(s) for non-Oracle systems	Town of Hempstead	N/A	
IN8	Prepare data extracts from the Oracle Cloud Applications for the Integrations	Oracle	Town of Hempstead	<ul style="list-style-type: none"> • Make resources available for advice and guidance
IN9	Prepare data imports into the Oracle Cloud Applications for the Integrations	Oracle	Town of Hempstead	<ul style="list-style-type: none"> • Provide insights about Town of Hempstead's systems • Provide access to system owners across Town of Hempstead's organization
IN10	Prepare data extracts from Town of Hempstead's/ third party systems for the Integrations	Town of Hempstead	Oracle	
IN11	Prepare data imports into Town of Hempstead's systems and third-party systems for the Integrations	Town of Hempstead	N/A	
IN12	Prepare unit test scripts for inbound data transfers into/from Town of Hempstead's systems and third-party systems	Town of Hempstead	Oracle	
IN13	Prepare unit test scripts for outbound data transfers into/from the Oracle Cloud Applications	Oracle	Town of Hempstead	
IN14	Correct test defects with the Solution during SIT and UAT	Oracle	Town of Hempstead	<ul style="list-style-type: none"> • Coordinate activities with Town of Hempstead's system owners
IN15	Correct test defects with Town of Hempstead's non-Oracle systems during SIT and UAT	Town of Hempstead	N/A	

#	Work Stream and Activities	Primary	Support	Notes About Support Role
IN16	Implement the Integrations in Town of Hempstead's pre-production environment to facilitate Process Play Backs for the Oracle Cloud Applications	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Coordinate activities with Town of Hempstead's system owners
IN17	Implement the Integrations in Town of Hempstead's production environment for the Oracle Cloud Applications	Oracle	Town of Hempstead	
IN18	Assist with resolution of Integration issues during the Post Go Live Assistance Period	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Coordinate resolution with Town of Hempstead's system owners (as needed)
IN19	Decommission Town of Hempstead's legacy systems	Town of Hempstead	N/A	

#	Reports Work Stream	Primary	Support	Notes About Support Role
R1	Create the <u>Report Strategy Deliverable</u> as described in <u>Section 1.E Deliverables</u>	Oracle	Town of Hempstead	
R2	Provide detailed requirements for the Reports	Town of Hempstead	Oracle	
R3	Prepare functional and technical designs for the Reports	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Make resources available for advice and guidance
R4	Prepare unit test scripts for the Reports	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Help correct deficiencies identified during unit testing
R5	Implement the Reports in Town of Hempstead's pre-production environment for the Oracle Cloud Applications	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Coordinate activities with Town of Hempstead's system owners
R6	Implement the Reports in Town of Hempstead's production environment for the Oracle Cloud Applications	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Coordinate activities with Town of Hempstead's system owners
R7	Assist with resolution of Report issues identified during the Post Go Live Assistance Period	Oracle	Town of Hempstead	<ul style="list-style-type: none"> Coordinate resolution with Town of Hempstead's system owners (as needed)

#	Testing Work Stream	Primary	Support	Notes About Support Role
T1	Create the <u>Test Strategy Deliverable</u> as described in <u>Section 1.E (Deliverables)</u> below for SIT and UAT	Oracle	Town of Hempstead	
T2	Create the <u>Test Plan Deliverable</u> as described in <u>Section 1.E (Deliverables)</u> below)	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Provide guidance on building a test plan and sample test plan content for an Oracle Cloud Applications implementation
T3	Create the <u>Test Scenarios Deliverable</u> as described in <u>Section 1.E (Deliverables)</u> below	Town of Hempstead	Oracle	<ul style="list-style-type: none"> Provide guidance on sample system Test Scenarios for Oracle Cloud Applications

#	Work Stream and Activities	Primary	Support	Notes About Support Role
T4	Create the <u>Test Scripts Deliverable</u> as described in <u>Section 1.F (Deliverables)</u> below	Town of Hempstead	Oracle	<ul style="list-style-type: none"> • Provide baseline test scenarios • Provide sample test scripts • Provide guidance regarding the steps required in the Oracle Cloud Applications in order to perform identified tests
T5	Execute the Test Scripts	Town of Hempstead	Oracle	
T6	Create the <u>Test Results Deliverable</u> as described in <u>Section 1.F (Deliverables)</u> below	Town of Hempstead	Oracle	<ul style="list-style-type: none"> • Review and validate Test Results
T7	Assist with resolution of test issues during Validation and the Post Go Live Assistance Period	Oracle	Town of Hempstead	
T8	Correct test defects in Town of Hempstead's non-Oracle systems	Town of Hempstead	N/A	
T9	Manage defect resolution, including assigning owners to fix the defects and managing status through resolution	Town of Hempstead	Oracle	
T10	Confirm the Oracle Cloud Applications and the associated Configurations, Integrations, Conversions, Extensions (if needed), and Reports are ready to be deployed in Town of Hempstead's production environment	Town of Hempstead	Oracle	
Training and Knowledge Sharing WorkStream				
CM1	Create a <u>Training Plan Deliverable for Identifying Town of Hempstead employees who will create, review, and distribute the training</u> as described in <u>Section 1.F (Deliverables)</u> below	Town of Hempstead	Oracle	<ul style="list-style-type: none"> • Provide guidance regarding training plans for Oracle Cloud Applications
CM2	Create a <u>Training Materials Deliverable</u> as described in <u>Section 1.F (Deliverables)</u> below to augment (separately contracted) Oracle University Guided Learning training	Town of Hempstead	N/A	
CM3	Provide Town of Hempstead's end users the access necessary to access all virtual training	Town of Hempstead	N/A	
CM4	Deliver training content, including confirming trainer readiness (if trainers are required)	Town of Hempstead	N/A	

#	Work Stream and Activities	Primary	Support	Notes About Support Role
CM5	Manage training logistics (including securing locations, hardware, system access, required photocopies, and data setup in a non-production environment where appropriate, etc.)	Town of Hempstead	N/A	
Chart of Accounts Redesign Work Stream				
COA1	<p>Establish a new Chart of Accounts (CoA) structure including Chart of Accounts segment definition and usage criteria to include the following Chart of Accounts Structure activities:</p> <ul style="list-style-type: none"> • Chart of Accounts Working Group Charter • Chart of Accounts Working Group Meeting Schedule • Chart of Accounts Development timeline and plan • Initial list and schedule of interviews, focus groups and workshops • Chart of Accounts Objectives and Guiding Principles • Chart of Accounts data elements • Final working Chart of Accounts Structure 	Town of Hempstead	Oracle	<ul style="list-style-type: none"> • Provide up to forty-six (46) person days of assistance with the Chart of Accounts structure and segments redesign to be performed during a duration of twenty-three (23) business days

D. Scope Assumptions.

The Services shall be subject to the assumptions set forth in this [Section 1.D.](#)

- i. Oracle Cloud Applications Assumptions.

General Oracle Cloud Applications Assumptions

#	Scope	Scope Assumption	Details
General Assumptions Across Oracle Cloud Applications			
G1	Countries	One (1)	See Country list in Section 1.D.v.
G2	Workers – HCM User Profiles	Up to four thousand (4,000)	Up to four thousand (4,000) HCM user profiles across Town of Hempstead's active and contingent workers/person of interest.

#	Scope	Scope Assumption	Details
G3	Security Rules	Standard Functionality	Control access to data that is tagged with the value set values associated with any segment in the chart of accounts. Oracle will provide the predefined security data specified in Oracle product documentation (i.e. Standard Functionality) for the Oracle Cloud Applications.
G4	Security Profiles	Standard Functionality	A set of criteria that identifies objects of a single type for the purposes of securing access to those objects. Oracle will provide the predefined security data specified in Oracle product documentation (i.e. Standard Functionality) for the Oracle Cloud Applications.
G5	Custom Security Profiles	Up to twenty (20)	Details for custom security profiles: <ul style="list-style-type: none"> • Ten (10) easy complexity • Ten (10) moderate complexity <p><i>NOTE: Complexity definitions are in Section 7.D.iv.</i></p>
G6	Standard Reports	Standard Functionality	Standard Business Intelligence Publisher ("BIP") and Oracle Transaction Business Intelligence ("OTBI") for the Oracle Cloud Applications.
G7	Custom Reports (including Modifications to Standard Reports)	Up to thirty-eight (38) for ERP and EPM. HCM scope is limited to validating existing custom reports only	Details for custom Reports: <ul style="list-style-type: none"> • Twenty (20) moderate complexity • Eighteen (18) complex complexity <p><i>NOTE: Custom Reports are listed in Section 7.C and complexity definitions are in Section 7.D.iii.</i></p>
G8	Languages	One (1)	US English
G9	Flexfields	Validate Only	Details for Flexfields: <ul style="list-style-type: none"> • Provide up to ten (10) days to validate existing HCM Flexfields and to modify or create new Flexfields, if required.
G10	Fast Formulas (New or Modified)	Validate Only	Generic expressions of calculations or comparison to be repeated with different input values. Fast formulas are written using English words and basic mathematical functions. Details for modified fast formulas: <ul style="list-style-type: none"> • Provide up to seventy (70) person days to validate existing HCM Fast Formulas and modify or create new Fast Formulas due to the change in ERP structure.

#	Scope	Scope Assumption	Details
G11	User-defined Tables	Validate Only	<p>Logical tables.</p> <p>Details for user-defined tables:</p> <ul style="list-style-type: none"> Validate existing HCM User-defined tables only. New User-defined tables may be required due to the change in ERP structure. <p><i>NOTE: Complexity definitions are in Section 7.D.iv</i></p>
G12	Dynamic Columns	Validate Only	<p>Details for dynamic columns:</p> <ul style="list-style-type: none"> Validate existing HCM Dynamic Columns only.
G13	Modified Workflows	Up to two (2)	<p>An automated process that passes a task from one user (or group of users) to another to view or act on. The task is routed in a logical sequence to achieve an end result.</p> <p>Details for modified workflows:</p> <ul style="list-style-type: none"> Two (2) easy complexity <p><i>NOTE: Complexity definitions are in Section 7.D.iv.</i></p>
G14	Page Personalization	Up to five (5)	<p>A change that users make to control the look or behavior of the Oracle Cloud Application. Personalizations impact only the user making the change.</p> <p>Details for page personalization:</p> <ul style="list-style-type: none"> Five (5) easy complexity <p><i>NOTE: Complexity definitions are in Section 7.D.iv.</i></p>
G15	Data Roles	In Scope	<p>Standard Functionality</p> <p>A defined set of data describing the job a user does within that defined set of data. A data role inherits job or abstract roles and grants entitlement to access data within a specific dimension of data based on data security policies.</p>
G16	Custom Data Roles	Up to five (5)	<p>Details for custom data roles:</p> <ul style="list-style-type: none"> Five (5) easy complexity <p><i>NOTE: Complexity definitions are in Section 7.D.iv.</i></p>
G17	Currencies	One (1)	US Dollar
G18	Business Units	Up to one (1)	A unit of an enterprise that performs one or many business functions that can be rolled up in a management hierarchy.
G19	Legal Entities	Up to one (1)	Identified and given rights and responsibilities under commercial law, through the registration with the country's appropriate authority.
G20	Legal Employers	Up to one (1)	A legal entity that employs people.

#	Scope	Scope Assumption	Details
G21	Dashboards and Infolets	In Scope	Dashboards are a collection of analyses and other content, presented on one or more pages to help users achieve specific business goals. Infolets are used to aggregate key information.
G22	Active Employees	Up to four thousand (4,000)	Details for active employees: <ul style="list-style-type: none"> Conversion of additional employees beyond those already in Town of Hempstead's production environment are not included in the scope of this exhibit.

ERP Oracle Cloud Applications Assumptions

#	Scope	Scope Assumption	Details
Oracle Cash Management			
CMG1	Banks, Branches, and Bank Accounts	Up to five (5) Banks and fifty (50) Bank Accounts	Banks needed for Receivables, Accounts Payable and Payroll. Banks, branches, and accounts fit together on the premise of the Bank Account model. The model enables tracking of all bank accounts in one place and explicitly granting account access to multiple business units, functions, and users.
CMG2	Bank Transaction Codes	Up to fifty (50)	Bank statement line indicators informing the type of activity on a bank account. A bank transaction code is defined for each account that is used by a bank to uniquely identify the kind of transaction in a bank statement (for example, debit, credit, void).
CMG3	Parse Rule Sets	Up to fifty (50)	Parse rule sets transform data during the bank statement import process to move data from one field to another. The parse rule set is associated to a bank account.
CMG4	Bank Statement Transaction Creation Rules	Up to fifty (50)	Used to identify an unreconciled bank statement line or lines and create and account for a transaction.
CMG5	Cash Transaction Type Mapping	Up to five (5)	Enables association of a cash transaction type to an application transaction. One (1) transaction type set per bank.

#	Scope	Scope Assumption	Details
CMG6	Bank Statement Reconciliation Tolerance Rules	Up to five (5)	<p>Tolerance rules enable specification of date and amount tolerances that prevent or provide a warning when reconciliation would be a breach of a defined tolerance.</p> <p>The tolerance of data and amount and matching references will be configured per bank account.</p> <p>One (1) rule per bank.</p>
CMG7	Bank Statement Reconciliation Matching Rules and Rule Sets	Up to five (5)	<p>Help match bank statement lines and system transactions to minimize the need for manual intervention.</p> <p>One (1) rule set per bank.</p>
CMG8	Bank Statement Import Formats	Up to four (4)	<p>Configure import of bank statements into Cash Management.</p> <p>The following statement file formats are supported:</p> <ul style="list-style-type: none"> • BAI2 • SWIFT MT940 • EDIFACT FINSTA • ISO20022 MX CAMT053.001.01
Oracle Fusion General Ledger			
GL1	Ledgers	Up to two (2)	<p>A system to record accounting entries and calculate retained earnings and provide financial information to stakeholders. The ledgers include Primary and Secondary Ledgers. Secondary ledgers are additional accounting representations that differ from primary ledgers in either the chart of accounts, accounting calendar, currency, accounting method, or ledger options.</p>
GL2	Accounting Calendars	Up to one (1)	<p>The accounting year and the periods it contains.</p> <p>A ledger is associated with an accounting calendar.</p>
GL3	Chart of Accounts Structure	One (1)	<p>The account structure of information captured in the ledger and used to record transactions and maintain account balances.</p>
GL4	Local Statutory Chart of Account Structures	Up to one (1)	<p>Facilitate the aggregation and reporting by division and may vary from the standard chart of accounts.</p> <p>Town of Hempstead is responsible for ongoing maintenance of the chart of accounts segment values.</p>

#	Scope	Scope Assumption	Details
GL5	Active Chart of Accounts Segment Values	In Scope	<p>The account structure used to record transactions and maintain account balances.</p> <p>Values for segments are populated in a hierarchy and uploaded to the General Ledger.</p> <p>Town of Hempstead is responsible for ongoing maintenance of the chart of accounts segment values.</p> <p>Oracle will provide and assist Town of Hempstead with documentation and tutorials to execute this step.</p>
GL6	Tree Hierarchies	Up to two (2) per segment	<p>Trees are information or data organized into a hierarchy with one or more root nodes connected to branches of nodes. A tree must have a structure where each node corresponds to data from one or more data sources.</p> <p>A segment can have multiple hierarchies.</p>
GL7	Entity Hierarchy – Levels	Up to eight (8)	<p>Subsidiaries consolidate to a parent entity based on the entity hierarchy.</p>
GL8	Cross Validation Rules	Up to fifty (50)	<p>Determines whether a selected value for a particular segment of an account combination can be combined with specific values in other segments to form a new account combination.</p>
GL9	Fund	Up to two hundred (200)	<p>The level at which Town of Hempstead chooses to represent balance sheets and income statements.</p>
GL10	Journal Categories and Document Sequences	In Scope	<p>All active or new journal categories and document sequences as per the Global Design.</p> <p>A journal category is a name used to group journal entries with similar characteristics, such as adjustments, accruals, or reclassifications.</p> <p>Document sequence numbers are assigned to each business document or business event to uniquely identify it.</p>
GL11	Journal Reversal Options	In Scope	<p>Journal reversal options determine whether a journal is selected for automatic reversal, and whether the reversal journal is posted after it is reversed.</p> <p>Journal reversal options are Configured for each ledger using a rapid implementation spreadsheet.</p>
GL12	Intercompany Balancing for Journals	In Scope	<p>Intercompany balance rules are used to generate the accounts required to balance journals that are out of balance by legal entity or primary balancing segment values.</p> <p>Intercompany balancing rules are Configured for each ledger.</p>
GL13	Allocation Rules	Up to five (5)	<p>Formulas based on multiple criteria, such as account balances or statistical amounts, to allocate shared revenue or costs across multiple organizational units.</p>

#	Scope	Scope Assumption	Details
GL14	Journal Approval Workflow	One (1)	A process of authorizing a set of accounting transactions before submitting the entries for posting.
GL15	Reconciliation and Period Close	In Scope	Reconciliation with sub-ledgers and period close activity using Standard Reports.
Oracle Fusion Assets			
FA1	Asset Flexfield	One (1) structure for each key flexfield	Single structure for asset key, asset category, and location.
FA2	Asset Calendar and Prorate Conventions	One (1)	Calendars break down a fiscal year into accounting periods. Prorate conventions determine the date applicability for depreciation calculations.
FA3	Asset Books	One (1)	Used to group and record assets for reporting, usually per country. Each asset book has its own set of depreciation rules, accounts, and calendars.
FA4	Asset Categories	Up to twenty (20)	Define information that is common to a group of assets, such as the depreciation method and the prorate convention.
FA5	Depreciation Methods	In Scope	Specify how to allocate asset costs.
FA6	Subledger Accounting ("SLA") Rules	Up to five (5)	Rules to define the way accounting is performed for a specific event. Basic SLA rules for asset transactions, such as addition, depreciation, reclassification, transfer and retirement.
FA7	Reconciliation and Period Close	In Scope	In this process, reports are run to reconcile the fixed assets accounting balance with the GL balance to ensure integrity and account for any discrepancy before closing the period.
FA8	Tax Books	Two (2)	A Tax book is an alternative representation of financial and accounting treatment for an asset.
Oracle Fusion Payables			
AP1	Approvals Workflow - Levels	Up to two (2)	When the invoice approval process starts, a workflow builds the list of approvers based on the defined rules. Approval notifications are sent to the first set of approvers on the list. When the approvers respond, notifications are sent to the next set of approvers. This process repeats until all approvals are complete.
AP2	Subledger Accounting Rules	Up to five (5)	Create final accounting for subledger journal entries and transfer the accounting to GL. Modification of Oracle standard account rules.

#	Scope	Scope Assumption	Details
AP3	Payment Formats	Up to two (2)	Up to two (2) payment formats. Payment formats enable payment systems, financial institutions, or countries to understand messages, given their specific formatting requirements for disbursements or funds capture transactions. Inbound messages come from a payment system or financial institution to Town of Hempstead.
Oracle Receivables			
AR1	Subledger Accounting Rules	Up to five (5)	Rules to define the way accounting is performed for a specific event.
AR2	Reconciliation and Period Close	In Scope	Reconciliation from Receivables to General Ledger to facilitate the period close process.
AR3	Receivables Transaction Types and Memo Lines	Up to ten (10) of each	Drives receivables and revenue accounting. A transaction type helps to specify if a transaction is transferred directly to General Ledger or if it requires invoicing in Receivables. The transaction type also determines if a transaction requires manual approval. Memo lines are used to derive the revenue account.
AR4	Invoice Templates	Up to one (1)	A format for an invoice document, including logos, and attributes to include in the invoice.
AR5	Subledger Accounting	Up to five (5)	Modify Standard Functionality account rules for up to five (5) journal lines rules.
Oracle Purchasing, Oracle Procurement and Oracle Self-Service Procurement			
PUR1	Standard Configurations	Up to one (1)	Standard Configurations are per business unit. Charge and accrual accounts (auto-generated with seeded rules), purchasing document options, profile options, enterprise structure attributes, procurement agents, and user preferences.
PUR2	Purchasing Categories	In Scope	Group purchased items with similar characteristics such as plastics, paints, hard drives, or bolts.
PUR3	Purchase Orders	In Scope	Configure entry, approval, and amendment of purchase orders, communicate/dispatch purchase orders, and manage purchase order lifecycle.
PUR4	Receiving Parameters	In Scope	Specifies default receiving options. Includes asset receipts.
PUR5	Purchase Order Layout	Up to one (1)	Determines the appearance of a purchase order, including the information that is displayed, headers, footers, text style, and pagination of the printed document.
PUR6	Approvals – Supervisory Hierarchy	One (1)	Workflow approvals used for requisitions, purchase orders, supplier, catalog and agreements.

#	Scope	Scope Assumption	Details
PUR7	Approval Management Extension ("AMX")	Up to two (2)	Defines policies that apply to approval workflows.
PUR8	Subledger Accounting	Up to two (2)	Modification of Oracle standard account rules.
PUR9	Requisitions	In Scope	Configure approval of amendment of requisitions, manage and track requisition lifecycle, and processing of requisitions.
PUR10	Supplier Punchouts	Up to one (1)	A direct link to a single supplier site or store to access the supplier's catalog.
Oracle Fusion Cost Management (including Oracle Cost Accounting)			
ENC1	Cost Books	Up to one (1)	A view or method of cost accounting for inventory transactions. Multiple cost books can be created and assigned to a cost organization for different financial and management reporting purposes.
ENC2	Costing Method	In Scope	Defines how a transaction cost is calculated.
ENC3	Valuation structure	In Scope	Defines inventory control attributes that are used to calculate the cost of an item. For example, the valuation structure of an item can be inventory organization and subinventory, or lot, or grade.
ENC4	Costing profile	In Scope	Defines the cost accounting policies for items.
Oracle Inventory Management			
INV1	Inventory Locations	Up to sixty (60)	A physical location where inventory is stored, transacted and costed.
INV2	Sub-Inventory	Up to fifty (50)	A physical or logical grouping of inventory such as raw material, finished goods, defective material, or a freezer compartment.
INV3	Items	Up to twenty-five thousand (25,000)	The basic unit of product information data.
Oracle Fusion Grants Management			
GRA1	Award Types	In Scope	Identifies the type of award types such as federal, grants or private grants.
GRA2	Project Contract Business Unit Options	Up to one (1)	Work with financial and project features to create internal invoices and transfer revenue between organizations.
GRA3	Contracts Configuration for Project Billing	In Scope	Setup related to project contracts including contract types and content that can be used consistently across contracts.
GRA4	Contract Layout Templates	Up to two (2)	Layout templates used to preview or print contract documents.

#	Scope	Scope Assumption	Details
GRA5	Contract Types	Up to two (2)	Specify properties of different contracts such as the type of permitted contract lines, party roles, contract validation checks, and the contract acceptance and signature requirements.
GRA6	Invoice Methods	Up to two (2)	Determines the calculation method of invoice amounts for contracts during invoice generation.
Oracle Project Portfolio Management Cloud Services (Oracle Fusion Project Billing, Oracle Fusion Project Contracts, Oracle Fusion Project Costing)			
PPM1	Project Units	Up to one (1)	An operational subset of an enterprise, such as a line of business, that conducts business operations using projects, and needs to enforce consistent project planning, management, analysis, and reporting.
PPM2	Project Calendars and Periods	Up to one (1)	<p>A project calendar defines the work schedule for project assignments. The project calendar includes working days and hours, such as Monday through Friday for 8 hours a day, and any exceptions, such as holidays.</p> <p>A project accounting period is a period maintained by business unit and used to track budgets and forecasts, summarize project amounts for reporting, and track project status.</p>
PPM3	Expenditure Categories and Types, Service Types, Work Types, and Status Types	In Scope	<p>Describe and group projects, tasks, and transactions.</p> <p>An expenditure type is a classification of cost and is assigned to each expenditure item.</p> <p>Work types classify actual and scheduled work and are used to determine whether expenditure items are billable, classify cross-charge amounts into cost and revenue for cross-charge work, and calculate transfer price amounts.</p>
PPM4	Financial and Project Plan Types	In Scope	<p>Options used to control planning scenarios for budget and forecast versions.</p> <p>A financial plan type is a category or collection of either project budgets or project forecasts.</p> <p>Project plan types define default information used for creating a project plan and capturing progress.</p>
PPM5	Burdening	In Scope	<p>Options to calculate, group, and apply indirect costs to report and account the total cost of a project.</p> <p>Uses a set of estimated burden multipliers to increase the total cost amount of expenditure items.</p>
PPM6	Transaction Sources, Documents, and Profile Options	In Scope	<p>Transaction source identifies the source of an external transaction and determines how they are imported.</p> <p>A transaction source document is the document associated with a transaction.</p> <p>Profile options are used to centrally manage UI settings and application behavior.</p>

#	Scope	Scope Assumption	Details
PPM7	Project Types	Up to five (5)	Controls basic project configuration options, such as burdening, billing, and capitalization options, and class categories that are inherited by each project associated with the project type.
PPM8	Project Templates	Up to two (2)	Project templates are used to create projects that share common features, attributes, and options. Up to two (2) project templates per business unit.
PPM9	Subledger Accounting Rules	Up to five (5)	Rules to define the way accounting is performed for a specific event. Modification of up to five (5) journal line rules.
PPM10	Contract Types and Templates	Up to one (1)	One (1) per business unit. A contract type is a setup that specifies enterprise contract content, including the presence of contract terms and contract lines. A contract template is a template containing common contract attributes such as party, and line information that can be activated for use in creating multiple contracts.
PPM11	Contract Approval Workflow	One (1)	One standard contract approval workflow with up to five (5) routing options if needed.
PPM12	Rate Schedules	In Scope	Source for cost or bill rates for costing, billing, or planning purposes. May include rates for job, person, or non-labor.
PPM13	Event Types, Invoice Formats, Revenue and Invoice Methods	In Scope	Define how to process transactions and related billing and revenue. Event types control whether events are used to invoice, recognize revenue, or perform both functions for contract lines. Invoice formats are used to determine how invoice lines are created for labor, non-labor and event invoice line items, and the fields to display for the invoice line. Invoice methods determine how invoice amounts are calculated on contracts. Revenue methods determine how revenue amounts are calculated for contracts.
PPM14	Enterprise Project Structure, Project and Task Codes	In Scope	Enterprise project structure enables summarization of project data to a higher level of categorization. Enterprise project codes capture additional details on a project using a predefined value set, free text, or numeric data type. Enterprise task codes capture additional details on a project task using a predefined value set, free text, or numeric data type.

EPM Oracle Cloud Applications Assumptions

#	Scope	Scope Assumption	Details
Oracle Narrative Reporting			
NAR1	Reporting Packages	Up to one (1)	Defines the structure of report content, assigns responsibilities to content creators and reviewers, and manages their collaboration and workflow to produce a unified document. Details for reporting packages: <ul style="list-style-type: none"> • Budget Book <i>NOTE: Complexity definitions are in Section 7.D.iii.</i>
NAR2	Report Doclets	Up to four (4) per Report Package	Contain the content required for a report created with a report package. A report package can consist of one or more doclets. Details for report doclets: <ul style="list-style-type: none"> • Two (2) easy complexity • Two (2) moderate complexity
NAR3	Report Package Phases	Three (3)	The phases of report package development. Consists of author, review and signoff phases.
NAR4	Provisioning Rules	Up to ten (10)	Identify roles that conflict with one another.
Oracle Planning			
PAB1	Financial Statement Planning (FSP)	In Scope	Configure the standard driver based functionality available in the Financial Statement Planning module. Balance Sheet, Income Statement and Cash Flow.
PAB2	Financial Statement Planning Account Dimension - Accounts	Up to one thousand (1,000)	Enablement of accounts and drivers creates a chart of accounts with account group members, driver, driver members for calculations, KPIs, and forms. Standard Functionality for balance sheet planning, income statement planning and cash flow planning will be enabled and configured Predefined data entry forms, reports, and business rules will be created. Open or custom plan types are not in scope.
PAB3	Financial Statement Planning Entity Dimension - Entities	Up to two thousand (2,000)	Dimension members that reflect Town of Hempstead's business hierarchy, such as departments, cost centers, and business units.
PAB4	Workforce Planning ("WFP") –Employees or Job Codes	Up to four thousand (4,000) employees or job codes	Creation of an employee dimension and/or job code dimension of up to four thousand (4,000) employees and/or job codes. Annual Planning will be enabled.
PAB5	Workforce Planning Custom Dimensions	Up to two (2)	Specify data to gather from users. Configure an additional two (2) user-defined custom dimensions with up to one thousand (1,000) members each.

#	Scope	Scope Assumption	Details
PAB6	Workforce Planning Business Rules	Up to thirty (30)	<p>Launch specific calculations.</p> <p>Convert up to thirty (30) Workforce Planning Business Rules to Cloud ERP New Chart of Accounts:</p> <ul style="list-style-type: none"> • Up to twenty (20) easy complexity • Up to ten (10) moderate complexity <p><i>NOTE: Complexity definitions are in Section 7.D.iv.</i></p>
PAB7	Project Planning – Active Projects	Up to two hundred (200) active projects	<p>Configure Standard Functionality for project use cases related to IT, marketing, research and development, contractors, and construction.</p>
PAB8	Scenario Modeling	Up to five (5)	<p>Scenarios are used to apply different planning methods, create forecasts, enter data into scenarios, associate scenarios with different time periods or exchange rates, assign user access rights by scenario, report on scenarios, and compare and analyze scenarios.</p> <p>A base set of five (5) strategic models will be provided based on Standard Functionality templates.</p>
PAB9	Custom Plan Types	Up to five (5)	<p>A set of planning application information.</p>
PAB10	Financial Statement Planning Business Rules	Up to twenty (20)	<p>Launch specific calculations.</p> <p>Convert up to 20 Financial Statement Planning business rules to Cloud ERP New Chart of Accounts:</p> <ul style="list-style-type: none"> • Ten (10) easy • Five (5) moderate • Five (5) complex <p><i>NOTE: Complexity definitions are in Section 7.D.iv.</i></p> <p>Business rules are required for budget calculations (e.g., allocations, spreading of budget amounts, and budget seeding calculations).</p>
PAB11	Web Forms	Up to thirty (30)	<p>Used to facilitate the input of budget data and assist in the calculation of budget data.</p> <p>Convert up to thirty forms to Cloud ERP New Chart of Accounts:</p> <ul style="list-style-type: none"> • Twenty (20) easy • Eight (8) moderate • Two (2) complex <p><i>NOTE: Complexity definitions are in Section 7.D.iv.</i></p>
PAB12	Task List	Up to one (1)	<p>Organize, track, and prioritize workload.</p>
PAB13	Approval Workflow	In Scope	<p>Allows approval assignment process.</p>
PAB14	Version Dimension	Up to ten (10)	<p>Enable multiple versions of an application that can be used to create alternate, or what-if, scenarios of the application, or different perspectives.</p>

#	Scope	Scope Assumption	Details
PAB15	Member Formulas	Up to fifty (50)	Convert up to 50 member formulas to ERP Cloud New Chart of Accounts.
PAB16	WFP - Position Types or Employees	Up to four thousand (4,000)	Enable and Configure WFP Standard Functionality by job code or employee.

HCM Oracle Cloud Applications Assumptions

Cloud HCM Overall Assumptions

All existing configuration, processes, data, reports, and integrations will remain the same. The only changes made to Cloud HCM will be those required to support the new ERP configuration (the new Ledger).

ii. Conversion Assumptions.

#	Item	Assumption	Details
CONV1	Data file transfer scripts	One way	Transfer scripts are from non-Oracle Cloud Application source to Oracle Cloud Application, or from Oracle Cloud Application to an external system.
CONV2	Data format	Consistent	Data coming from multiple source systems is formatted the same as one (1) or a series of batch files. The format will be defined during Global Design and adhered to throughout deployment.
CONV3	Data Conversion mappings	Leverage delivered layouts	Utilize Oracle Cloud Application Standard Functionality layouts and handling exceptions (as necessary).
CONV4	Tools	File based data import	File based data import is a data processing tool used to load data into Oracle Cloud Financials applications from external sources Data to be converted must adhere to the file based data import standards for data loading.
CONV5	Pre-production Data Conversion iterations	Up to three (3)	Data will be converted up to three (3) times following the pre-defined Conversion processes established during Enterprise/Global Design

iii. Integration Assumptions.

#	Item	Assumption	Details
INT1	Integration automation	In Scope	Integrations will be automated using the Standard Functionality of the Oracle Cloud Applications and the middleware deployed. Depending on Standard Functionality of the Oracle Cloud Applications and the Integration platform, all Integration design patterns will be employed.

#	Item	Assumption	Details
INT2	Oracle Cloud Applications	In Scope – Generally available release of Oracle Cloud Applications	Integrations will be limited to interfaces available in the generally available release of the Oracle Cloud Applications without any changes, customizations, or enhancements.

iv. Reports Assumptions.

#	Item	Assumption	Details
RT1	Reporting tool	OTBI	Used for ad-hoc and dashboard operational reporting
RT2	Reporting tool	BIP	Used for pixel perfect and high-volume reporting
RT3	Reporting tool	Financial reporting Studio and Smartview Excel add-in	Used for ad-hoc and dashboard operational reporting in Oracle Cloud Essbase

v. Country Assumptions.

#	Country
CO1	United States

E. Cloud Updates.

Cloud Updates are mandatory within the time period announced by Oracle and involve the fleet wide patching of a previous release. The available Cloud Update window is reduced once the end of the Cloud Update period nears. It is assumed that a new release Cloud Update is estimated to occur two to four (2-4) times a year.

As required, the impact of Cloud Updates is assessed at the announcement of the release and any impact on timeline or effort may be handled via the change control process to adjust timeline, effort, and cost of the project accordingly.

The Cloud Update activities will run in parallel with the regular project activities and the effort (i.e., regression testing, acceptance of new features for Oracle Cloud Applications) associated with the Cloud Update is included in the scope of services. Detailed plans are to be prepared jointly after the release announcement along with the impact analysis through the review of the release notes. Oracle will try and minimize impact on the project delivery. Timing is dependent on the progress of the implementation project at the moment of the release.

F. Deliverables.

Services performed by Oracle under this exhibit shall be for the purpose of providing the Deliverables where Oracle is identified as the owner in the table below. Town of Hempstead will be responsible for providing the Deliverables where Town of Hempstead is identified as the owner in the table below. "Owner" indicates the organization responsible for driving the completion of the Deliverable, including (but not limited to): authoring the Deliverable, and scheduling and facilitating the necessary meetings to solicit input into the Deliverable.

No.	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D1	Project Charter	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Detail the scope of the project in accordance with this exhibit – what is in and out of scope? • Articulate the delivery principles – how the team will work together to deliver the project? • Identify the key outcomes of the project – what are the business goals? • Provide a guide/mission that grounds the project work effort? • Identify project sponsor? • Identify key stakeholder groups?
D2	Governance Model	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Identify project sponsor(s)? • Describe how the project team will communicate with each other throughout the delivery of the Services? • Define the Status Report template, process, and meetings to enable the process? • Describe project document lifecycle and storage standards, including how risks, issues, actions, and decisions will be documented and managed to resolution? • Define the process for escalating issues, risks, and decisions? • Confirm who, within Town of Hempstead's and Oracle's organizations, is empowered to resolve/mitigate different types of issues/risks and make decisions? • Confirm the pace at which issues, risks, and decisions need to be acted on and closed?
D3	Project Plan	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Define the project schedule of when activities, tasks, and Deliverables are to be completed, and identify the associated dependencies to complete the defined schedule? • Identify the resources required to execute the defined schedule?
D4	Deliverable Acceptance Framework	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> • Detail the Deliverable acceptance process (Subject to Section 2, Acceptance of Deliverables, below), including test scenarios for each applicable Deliverable, the reviewers and approvers, and the status definitions as a Deliverable moves through the acceptance process?
D5	End-to-End Process Diagrams	Town of Hempstead	<p>Does the document:</p> <ul style="list-style-type: none"> • Contain the End-to-End Process flow diagrams? • Specify the To-Be Process? • Specify the process steps that will be performed outside the Oracle Cloud Applications?

No.	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D6	Environment Management Plan	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Document the process to be used to make changes to instances, including pod refreshes, access management (for Configurations, Conversions, etc.), and how Cloud Updates will be implemented? Define roles and responsibilities associated with the different environments (i.e., who has access, what type of access they have)? Define what type of data is converted into/available to which environment?
D7	Exit Memo Mobilization Phase	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Provide Exit Criteria for the Mobilization Phase? Describe Oracle and Town of Hempstead's agreement on a cadence in which we monitor and report progress, Communicate Change Control Process, Communicate Deliverable Acceptance Framework, confirm the project plan, establish the project charter?
D8	Exit Memo Chart of Accounts Redesign	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Outline the new Chart of Accounts Structure?
D9	PP1 Configuration Workbooks †	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Contain the configuration updated to conduct PP1?
D10	Ongoing Support Model	Town of Hempstead	<p>Does the document:</p> <ul style="list-style-type: none"> Define the strategy for how the Oracle Cloud Applications will be supported following the Post Go Live Assistance Period? Define the roles and responsibilities for the Ongoing Support Model?
D11	Report Strategy	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Document the approach for the design, development and delivery of Reports? Outline the reporting platforms, architecture, and data sources driving the Reports? List the Report Inventory?
D12	Data Conversion Strategy †	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Detail the Conversion strategy, source systems, approach, technical conversion tools, critical dependencies, and Town of Hempstead's Data Governance processes that apply to the Oracle Cloud Applications that will be adhered to throughout the duration of the project?
D13	Exit Memo PP1	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Outline activities and confirm completion of PP1?
D14	Integration Strategy †	Oracle	<p>Does the document:</p> <ul style="list-style-type: none"> Detail the approach, technical tools, critical dependencies, and the relevant Integration governance process that will be adhered to throughout the duration of the project? Confirm the current technical architecture and how the technical architecture changes will be implemented

No.	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D15	Non-Oracle Requirements	Town of Hempstead	Does the document: <ul style="list-style-type: none"> Define requirements (i.e., process, non-Oracle application, technology, people, policies) that need to be addressed as they relate to scope outside of the Services in this exhibit?
D16	Training Plan	Town of Hempstead	Does the document: <ul style="list-style-type: none"> Define the training (by type) that will be delivered by Town of Hempstead (and to whom) as part of the deployment? Confirm who, within Town of Hempstead, will create, review, and distribute the training?
D17	Training Materials	Town of Hempstead	Does the document/tool: <ul style="list-style-type: none"> Contain the materials identified in the Training Plan to be used for training different stakeholder groups? Include Town of Hempstead's specific content (for guided learning training)? Confirm how the Countries/regions/business units can adapt the training to meet their local needs?
D18	Test Strategy	Oracle	Does the document: <ul style="list-style-type: none"> Define the strategy for testing? Confirm the entrance and exit criteria for each cycle? Define which stakeholders to involve throughout the testing effort? Confirm the testing approach
D19	Test Plan	Town of Hempstead	Does the document: <ul style="list-style-type: none"> Define the testing schedule and the accountable resources to complete the work? Confirm the test data, Integrations, and Configurations that are required to execute the testing? Confirm the approach to manage defects from identification through resolution?
D20	Test Scenarios	Town of Hempstead	Does the document: <ul style="list-style-type: none"> Identify business process scenarios relevant for Town of Hempstead's business? Define test cases that validate the scenarios?
D21	Test Scripts	Town of Hempstead	Does the document: <ul style="list-style-type: none"> Include the test scripts to execute the test cases defined in the Test Scenarios Deliverable?
D22	Test Results	Town of Hempstead	Does the document: <ul style="list-style-type: none"> Include summary and script-level detail of test results?
D23	Exit Memo PP2	Oracle	Does the document: <ul style="list-style-type: none"> Outline activities and confirm completion of PP2?

No.	Deliverable Name	Owner	Deliverable Description/Acceptance Criteria
D24	PP2 Configuration Workbooks †	Oracle	Does the document: <ul style="list-style-type: none"> Contain the relevant Configurations and, if applicable, Reports for the Oracle Cloud Applications?
D25	Exit Memo SIT	Oracle	Does the document: <ul style="list-style-type: none"> Outline the test results for System Integration Testing?
D26	Cutover Checklist	Oracle	Does the document: <ul style="list-style-type: none"> Identify the list of cutover activities and tasks required to move Configurations, Conversions, Integrations, and Reports into the production environment? Define how handoffs are documented including how each cutover activity is status reported, which role completes the activity, and how notifications of cutover are reported?
D27	Exit Memo UAT	Oracle	Does the document: <ul style="list-style-type: none"> Document test results from User Acceptance Testing?
D28	Go-No Go Milestone Payment	Oracle	Does the document: <ul style="list-style-type: none"> Describe the items discussed from the meeting that was conducted to review criteria for readiness for the production cutover?
D29	Configuration (Production)*	Oracle	Do the Oracle Cloud Applications: <ul style="list-style-type: none"> Contain the Configurations and, if applicable, Reports as documented in the Configuration Workbooks?
D30	Converted Data (Production)*	Oracle	Do the Oracle Cloud Applications: <ul style="list-style-type: none"> Contain the data as documented in the Data Conversion Strategy Deliverable?
D31	Integrations (Production)*	Oracle	Do the Oracle Cloud Applications: <ul style="list-style-type: none"> Contain the Integrations as documented in the Integration Strategy Deliverable?
D32	Program Exit Memo	Oracle	Does the document: <ul style="list-style-type: none"> Summarize the open items after the Post Production Support period?

Notes:

* Indicates the components that make-up the Oracle Cloud Applications Go Live in the production environment. A Go Live is complete when each of the identified Deliverables for the Go Live have been accepted pursuant to the acceptance process set forth in [Section 2 \(Acceptance of Deliverables\)](#) below.

† The Deliverable will be adapted for each Wave. Each such Deliverable will be subject to the Deliverable acceptance process set forth in [Section 2 \(Acceptance of Deliverables\)](#).

2. Acceptance of Deliverables.

Upon completion of any Deliverable owned by Oracle as set forth in Section 1.F above, Oracle shall provide a copy to Town of Hempstead and demonstrate that the Deliverable conforms to its description upon Town of Hempstead's request. If the Oracle-owned Deliverable does not conform with its description, Town of Hempstead shall have three (3) business days after Oracle's submission of the Deliverable ("acceptance period") to give Oracle written notice specifying the deficiencies in detail. Oracle shall use reasonable efforts at no cost to Town of Hempstead to promptly cure any such deficiencies and, after completing such cure, Oracle shall resubmit the Deliverable for Town of Hempstead's review within a new acceptance period. Upon accepting any Deliverable, Town of Hempstead shall provide Oracle with written acceptance of such Deliverable. If Town of Hempstead fails to provide written notice of any deficiencies within the acceptance period, such Deliverable shall be deemed accepted at the end of the acceptance period.

3. Fees, Expenses, and Taxes.

Town of Hempstead agrees to pay Oracle the fee specified below for the Services and Deliverables in this exhibit. This fee does not include expenses or taxes. Once an Oracle-owned Deliverable is accepted, or deemed accepted, in accordance with Section 2 (Acceptance of Deliverables) above, the corresponding fee for such Deliverable specified below becomes due and payable and Oracle shall thereafter invoice, and Town of Hempstead shall pay, such fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on such acceptance date.

Deliverable No.	Deliverable Name	Estimated Invoicing Month	Deliverable Fee
D1	Project Charter	1	\$125,000.00
D2	Governance Model	1	\$100,000.00
D3	Project Plan	1	\$125,000.00
D4	Deliverable Acceptance Framework	1	\$75,000.00
D6	Environment Management Plan	1	\$75,000.00
D7	Exit Memo Mobilization Phase	1	\$100,000.00
D8	Exit Memo Chart of Accounts Redesign	1	\$50,000.00
D9	PP1 Configuration Workbooks †	2	\$650,000.00
D11	Report Strategy	3	\$300,000.00
D12	Data Conversion Strategy †	3	\$300,000.00
D13	Exit Memo PP1	3	\$350,000.00
D14	Integration Strategy †	4	\$300,000.00
D18	Test Strategy	4	\$300,000.00
D23	Exit Memo PP2	5	\$350,000.00
D24	PP2 Configuration Workbooks †	6	\$650,000.00

Deliverable No.	Deliverable Name	Estimated Invoicing Month	Deliverable Fee
D25	Exit Memo SIT	7	\$650,000.00
D26	Cutover Checklist	8	\$550,000.00
D27	Exit Memo UAT	9	\$650,000.00
D28	Go-No Go Milestone Payment	10	\$150,000.00
D29	Configuration (Production)*	10	\$200,000.00
D30	Converted Data (Production)*	10	\$200,000.00
D31	Integrations (Production)*	10	\$200,000.00
D32	Program Exit Memo	11	\$650,000.00
		Total Fixed Fee	\$7,100,000.00

Expenses related to the Services are specified in Town of Hempstead's order and will be invoiced monthly as incurred.

4. Project Management.

Town of Hempstead and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services. Town of Hempstead's project manager shall have the authority to approve Services on Town of Hempstead's behalf. Oracle shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Commented [LH1]: Sales will need to seek approval to remove this clause. I'm not sure Tax will approve the deletion. However, if Sales is able to confirm that over this entire engagement there will/could be NO non-US employees performing services under this engagement, then Tax may be willing. Not my call obviously.

5. Town of Hempstead's Cooperation.

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- A. When services will be performed on-site at Town of Hempstead's location in the US, as required by US Department of Labor regulations (20 CFR 655.734), Town of Hempstead will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
- B. The Services scope in this exhibit is limited to up to two (2) non-production environments and one (1) production environment procured separately by Town of Hempstead. The final project environments will be defined in the Environment Management Plan Deliverable. The pre-production environment(s) will be required to allow the flexibility needed for meeting the timelines while having parallel Configuration, Validation, and Integration/Conversion activities. If it is determined by Oracle that additional environments are necessary, Town of Hempstead will procure those environments from Oracle separately.
- C. Perform all tasks assigned to Town of Hempstead in this exhibit and provide the Deliverables in a timely manner.
- D. Provide all files from Town of Hempstead's existing applications for Integrations and Conversions in a format and level of detail specified by Oracle and required to load into the Oracle Cloud Applications.
- E. Town of Hempstead's resources will fill the following roles as required for the Services:
 - i. Project sponsors to help resolve escalated issues, make escalated decisions, and set project direction

- ii. Project director to oversee the project
 - iii. Project managers to help manage the Project Plan, identify status, and deploy the solution
 - iv. Solution architect to confirm the Solution and validate localizations, as applicable
 - v. Business process owners to confirm decisions and help shape the Solution
 - vi. Security leads to confirm the security design and validate security within the in-scope Countries/regions, as applicable
 - vii. Reporting lead to confirm the reporting approach and validate the local variances, as applicable
 - viii. Reporting developers to help develop Reports in the Countries/regions, as applicable
 - ix. Technical architect to confirm the architecture
 - x. Data leads and data specialists to help extract, cleanse, and Validate data
 - xi. Integrations lead and developers to help design, build, and test Integrations with Town of Hempstead's systems
 - xii. Change management lead and resources to perform any required change management activities
 - xiii. Training resources to design, develop, and execute training
 - xiv. Communications resources to design, develop, and execute training
 - xv. Testing lead to plan and execute testing
 - xvi. Test scenario/script developers to create test scenarios/scripts and then execute them
- F.** If Town of Hempstead requires any security assessment or audit that may impact Oracle's performance of Services, then Town of Hempstead will complete such assessment or audit prior to the commencement of Global Design.
- G.** Data conversions will need to be extracted from legacy systems as of a new to be determined cutover date.
- H.** Inventory quantities on hand will need to be determined via a physical inventory as of the cutover date.
- I.** Town of Hempstead will modify its processes as necessary to comply with the Oracle Modern Best Practice processes and standard functionality of the Oracle Cloud Application
- J.** Town of Hempstead will design new best practice account numbers to be implemented in the new Primary Ledger, and provide mapping to the NYS codes.
- K.** All prior year GL Balances to be converted must be reconciled to financial statements prior to start of project.
- L.** GL Balances must be mapped to the new chart of accounts by completion of the Design phase of the project.
- M.** Subledger detail for Payables, Receivables, Assets, Projects, and Inventory are tied to GL Balances as needed prior to loading into Cloud.
- N.** Town of Hempstead must extract the data from Legacy source systems, cleanse and map data to the formats specified by Oracle Cloud.
- O.** Town of Hempstead is responsible for planning, executing, and managing all aspects of End-to-End and Final reviews, including preparing and executing test cases and plans, and reviewing test results.
- P.** Town of Hempstead is responsible for validation of all data conversions.
- Q.** Town of Hempstead is responsible for Organizational Change Management, End User Training development and execution.

- R. Town of Hempstead is willing and able to modify its business practices as necessary to comply with the Standard Functionality in the Oracle Cloud applications.

6. Project Assumptions.

- A. The parties estimate that the Services will commence in March 2022 and be completed by January 2023. Any timelines or completion dates discussed with Town of Hempstead, referenced in this exhibit, or set forth in a document described in this exhibit are estimated dates and are intended for planning purposes only. Oracle does not guarantee that these estimated dates will be met; however, Oracle will use commercially reasonable efforts to meet the estimated dates.
- B. Services will be performed 9 AM to 5 PM Monday through Friday local time, except as otherwise mutually agreed upon.
- C. Services will be performed on-site at Town of Hempstead's Hempstead, New York facility, or remotely, as agreed upon.
- D. All Deliverables will be created using standard Oracle TCM+ templates and formats in US English.
- E. Configuration of the Oracle Cloud Applications will be limited to the Standard Functionality generally available in the base Oracle Cloud Applications release planned for Go Live.
- F. Unless otherwise agreed upon, common requirements and business processes will be utilized for the Services.
- G. Oracle may use a tool hosted on Oracle infrastructure to Validate that payroll calculations in Town of Hempstead's legacy payroll application match calculations in Oracle Cloud Payroll. The payroll data will be used only to the extent necessary to Validate calculations and will be removed from Oracle infrastructure following Validation. Town of Hempstead will limit the data provided to only the data necessary to perform the Validation.
- H. Oracle may refer to Town of Hempstead as a customer verbally in sales and marketing presentations and activities, and as mutually agreed to by Town of Hempstead and Oracle, Town of Hempstead will participate in additional Oracle sales and marketing activities.
- I. Anything not expressly listed in the description of Services is not included in the scope of, or estimated fees for, Services. Any work Town of Hempstead requests beyond the scope stated in this exhibit will need to be presented by Town of Hempstead for approval through the agreed upon governance process (per the Governance Model Deliverable).
- J. This is not a reimplementations of the Town of Hempstead's Cloud HCM system. The Cloud HCM portion of the project is for the validation of the current configuration, business processes, data, integrations, and reports. It is expected that some changes to the above will be required due to the reimplemented ERP system and resulting Ledger that Cloud HCM will point to. However, significant changes to the configuration, business processes, data, integrations, and reports are not anticipated.

The current production instance and configurations will be utilized as the starting point for the ERP implementation project. New ledgers, business units and user roles will be created for the reimplementations. All prior production data will be placed in "read only" mode after go live.

7. Reference Tables.

A. Integrations.

#	Integration	Source	Target(s)	Complexity
INTE1	Twenty-five (25) Bank Statement Interfaces	No more than 5 different banks	Cash Management	Low
INTE2	Five (5) Bank Statement Interfaces	No more than 5 different banks	• Cash Management	Moderate
INTE3	Five (5) Bank Statement Interfaces	No more than 5 different banks	Cash Management	High
INTE4	Five (5) Additional One Way Interfaces	Inbound or Outbound	• TBD	Moderate
INTE5	EPM Data Integration	ePBCS	• ERP for Secondary Ledger Reporting	Complex
INTE6	Existing HCM Interfaces – Provide up to four hundred ten (410) person days to modify existing Cloud HCM integrations for the new ERP Ledger	TBD	• TBD	N/A

B. Conversions.

#	Business Object	From System(s)	Complexity
CNV1	Chart of Account Values	• Outcome from the Global Design of the COA	Moderate
CNV2	Assets – Active	• File received from legacy systems: <ul style="list-style-type: none"> ○ Balances as of new cutover date 	Moderate
CNV3	Three (3) Actual GL Balances	• File received from LGFS: <ul style="list-style-type: none"> ○ Period to date summary for last 2 fiscal years ○ GL Opening Balances ○ GL Detail for current fiscal year only 	Moderate
CNV4	Two (2) Budget Balances	• File received from LGFS: <ul style="list-style-type: none"> ○ Current Year Budget Balances ○ GL Budgetary Control 	Complex
CNV5	Active Customers	• File received from LGFS: <ul style="list-style-type: none"> ○ Customers related to Project Billings 	Complex
CNV6	Project Billings	File received from LGFS: Current open receivables for Project Billings	Moderate
CNV7	Open Projects and Tasks	• File received from Cloud ERP or LGFS: <ul style="list-style-type: none"> ○ Must be structured for compatibility with Grants 	Complex

#	Business Object	From System(s)	Complexity
CNV8	Active Suppliers and Supplier Sites	<ul style="list-style-type: none"> File received from each of the Country specific legacy ERP system or mid-office system: <ul style="list-style-type: none"> 	Complex
CNV9	Open Payables Invoices - Open Invoices and Credit memos	<ul style="list-style-type: none"> File received from each of the Country specific legacy ERP system or mid-office system: <ul style="list-style-type: none"> 	Moderate
CNV10	Open Purchase Orders	<ul style="list-style-type: none"> File received from Cloud ERP or LGFS: <ul style="list-style-type: none"> 	Moderate
CNV11	-1099 AP Invoices	<ul style="list-style-type: none"> From Cloud ERP or LGFS 	Moderate
CNV12	Open Grants	<ul style="list-style-type: none"> File received from LGFS <ul style="list-style-type: none"> Active Awards Award Budgets 	Complex
CNV13	Project Costs	<ul style="list-style-type: none"> File received from Cloud ERP or LGFS <ul style="list-style-type: none"> Inception to date Expenditures 	Complex
CNV14	Inventory Items	<ul style="list-style-type: none"> File received from legacy systems or Cloud ERP 	Complex
CNV15	Inventory Quantity on Hand	<ul style="list-style-type: none"> File received from Physical Inventory as of new cutover date 	Moderate

C. Custom Reports.

#	Custom Report Name	Description	Complexity
CR1	Eight (8) BIP Reports	TBD in Cloud ERP	Moderate
CR2	Four (4) BIP Reports	TBD in Cloud ERP	Complex
CR3	Twelve (12) OTBI Reports	TBD in Cloud ERP	Moderate
CR4	Four (4) OTBI Reports	TBD in Cloud ERP	Complex
CR5	Ten (10) FRS	Financial Reporting Studio validation reports in ePBCS to new ERP Chart of Accounts	Complex
CR6	Existing HCM Reports	Provide up to two hundred forty-five (245) person days to modify existing Cloud HCM reports for the new ERP Ledger	N/A

D. Complexity Definitions.

i. Integrations.

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
Inbound Integration (HCM Data Loader ("HDL")-based)	<ul style="list-style-type: none"> Type of data load (setup or transaction) Number of records to be loaded 	<ul style="list-style-type: none"> One (1) to three (3) business objects Number of records is less than one hundred (100) rows One (1) language 	<ul style="list-style-type: none"> One (1) to five (5) business objects One hundred (100) to two hundred (200) records 	<ul style="list-style-type: none"> One (1) to seven (7) business objects Up to five hundred (500) employees 	<ul style="list-style-type: none"> One (1) to ten (10) business objects Up to two thousand (2,000) employees 	<ul style="list-style-type: none"> One (1) to fifteen (15) business objects Up to 5000 employees

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
	<ul style="list-style-type: none"> Languages - single/multi-byte characters Descriptions are for point-to-point Integrations Automation of file transfer can be accomplished by a custom script 		<ul style="list-style-type: none"> Current row is only for transaction data Up to two (2) languages 	<ul style="list-style-type: none"> Up to five thousand (5,000) rows Current row is only for transaction data Up to four (4) languages 	<ul style="list-style-type: none"> Up to ten thousand (10,000) rows Current/historic transaction data may involve multiple legal entities Up to seven (7) languages 	<ul style="list-style-type: none"> Up to fifty thousand (50,000) rows Current/Historic Transaction data may involve multiple legal entities More than seven (7) languages
Inbound Integration (Representation -al State Transfer ("REST") Application Programming Interface ("APIs"))	<ul style="list-style-type: none"> REST operations Number of entities REST API call is Town of Hempstead's responsibility for point-to-point Integrations For Oracle Integration Cloud-based Integrations, REST API calls are Oracle's responsibility 	<ul style="list-style-type: none"> For work structure GET Hypertext Transfer Protocol ("HTTP") objects Up to two (2) entities 	<ul style="list-style-type: none"> For work structure GET and POST HTTP objects Up to five (5) entities 	<ul style="list-style-type: none"> For worker, time entries, Oracle Absence Management, or Oracle Benefits Up to seven (7) entities 	<ul style="list-style-type: none"> For worker, time entries, Oracle Absence Management, or Oracle Benefits (GET and POST HTTP) Up to seven (7) entities Multiple REST calls 	<ul style="list-style-type: none"> For worker, time entries, Oracle Absence Management, or Oracle Benefits (GET and POST HTTP) Up to twelve (12) entities Multiple REST calls
Outbound Integration (HCM or BIP extracts)	<ul style="list-style-type: none"> Number of Entities such as department, employees, assignments, etc. Number of output columns Data selection criteria and exclusion rules Need for custom extraction/ scheduling logic such as Fast Formula or Balance Groups Need for specific delivery/ bursting options Need to pass the extract data to BI Report Complexity of the BI template (etext, RTF etc.) 	<ul style="list-style-type: none"> Number of entities up to two (2) Number of output columns up to ten (10) Selection criteria up to three (3) at each level, without exclusion rules No custom extraction logic No bursting options No BI Report template required No transformation using XSLT Adapter based connectivity and service invocation Asynchronous transaction architecture, with no response or call back functionality No process orchestration within the process flow Not an event driven flow 	<ul style="list-style-type: none"> Number of entities up to four (4) Number of output columns up to twenty (20) Selection criteria up to five (5) at each level, without exclusion rules Simple custom extraction logic using Fast Formula with seeded scheduling No bursting options BI template required Simple BI template with very basic or no validations or conditional logic Adapter based connectivity and service invocation Asynchronous transaction architecture, with no response or call back functionality 	<ul style="list-style-type: none"> Number of entities up to six (6) Number of output columns up to thirty (30) Selection criteria up to five (5) at each level, with exclusion rules Moderate custom extraction logic using Fast Formula with simple custom scheduling logic No bursting options BI Report template is required to format and present the extracted data in required format and layout Moderate BI template with basic validations and conditional logic May involve extraction of balances 	<ul style="list-style-type: none"> Number of entities up to eight (8) Number of output columns up to forty (40) Selection criteria up to five (5) at each level, with exclusion rules Moderate custom extraction logic using Fast Formula or Balance Groups Moderate custom scheduling logic With bursting option BI Report template is required to format and present the extracted data in required format and layout Complex BI template with moderate validations and conditional logic May involve extraction of balances 	<ul style="list-style-type: none"> Number of entities up to eight (8) Number of output columns up to sixty (60) Selection criteria up to seven (7) at each level, with exclusion rules Complex custom extraction logic using Fast Formula or Balance Groups Moderate custom scheduling logic With bursting option BI Report template is required to format and present the extracted data in required format and layout Complex BI template with complex validations and conditional logic May involve extraction of balances

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
			<ul style="list-style-type: none"> No process orchestration within the process flow Not an event driven flow 	<ul style="list-style-type: none"> Adapter based connectivity and service invocation Asynchronous transaction architecture, with no response or call back functionality No process orchestration within the process flow Can be an event driven flow (events published via Oracle Cloud ERP adapter only) 	<ul style="list-style-type: none"> Adapter based connectivity and service invocation (technology adapters accounted) Synchronous transaction architecture, with no response or call back functionality No process orchestration within the process flow Can be an event driven flow. (ATOM and published) 	<ul style="list-style-type: none"> Adapter based connectivity and service invocation (technology adapters accounted) Synchronous transaction architecture Minimal process orchestration accounted Can be an event driven flow (ATOM and published)
Inbound Integration	<ul style="list-style-type: none"> Number of employees to be loaded Type of data load (setup or transaction) Volume of data Number of attributes in template 	<ul style="list-style-type: none"> Number of employee specific data Configuration data load only Volume of data is less than one hundred (100) rows Does not include Flexfield load Number of attributes less than fifteen (15) 	<ul style="list-style-type: none"> Number of employees less than one hundred (100) Configuration or transaction data load Volume of data is less than five hundred (500) rows May include Flexfields Number of attributes less than thirty (30) 	<ul style="list-style-type: none"> Number of employees less than two hundred (200) Configuration or transaction data load Volume of data is less than one thousand (1000) rows May include Flexfields Number of attributes less than one hundred (100) 	N/A	N/A
PaaS Outbound Integration – OIC Outbound Integration	<ul style="list-style-type: none"> Transmit standard HCM payroll flow files (i.e., bank files) from one SFTP to a vendor's SFTP using OIC after calling HCM extract services and encrypting files Volume of records Transformation from HCM Cloud format to vendor's format for heavy database transformation Data replication from HCM Cloud format to a third party system with multiple business objects 	<ul style="list-style-type: none"> OIC triggers the HCM extract or BIP report Third party delivery Up to two (2) entities Up to ten (10) output columns No selection criteria No custom extraction logic No bursting options No BI report template Standard Functionality scheduling logic 	<ul style="list-style-type: none"> OIC triggers the HCM extract or BIP report OIC reads files from SFTP, renames file and file encryption provided by banks Send files to a third party server and archive them Up to four (4) entities Up to twenty (20) output columns Up to three (3) selection criteria at each level No exclusion rules Simple custom extraction logic using Fast Formula 	<ul style="list-style-type: none"> OIC triggers the HCM extract or BIP report Multiple BI report calls for transformation Use database to transform a file into a different format in accordance with vendor requirements Following transformation, FTP the file from vendor STP and then archive the file Up to six (6) entities Up to thirty (30) output columns 	<ul style="list-style-type: none"> Data replication/data synch integrations: OIC triggers the HCM extract and generates multiple files in UCM or FTP OIC downloads files from UCM, and reads and loads the file into the database for data synchronization purposes used for PaaS Extensions OIC sends final notifications for data replication summary reports Database integration 	<ul style="list-style-type: none"> Complex condition Data sent to multiple systems, audit, data storage, reconciliation Source and target field level mapping OIC triggers payroll flows, HCM extracts, multiple files generated into UCM or FTP OIC will read the files and load them into the database OIC generates reconciliation/ audit reports from data loaded and

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
	<ul style="list-style-type: none"> Used to generate complex reconciliation/audit reports from HCM Cloud for multiple HCM extracts or payroll flows, and file transmission Transmit files Number of entities (e.g., department, employees, assignments) Number of output columns Data selection criteria and exclusion rules Custom extraction/scheduling logic such as Fast Formula or balance groups 		<ul style="list-style-type: none"> No bursting options BI report template Simple BI template with very basic or no validations or conditional logic Standard Functionality scheduling logic 	<ul style="list-style-type: none"> Up to three (3) selection criteria at each level Exclusion rules Moderate custom extraction logic using Fast Formula with simple custom scheduling logic Two (2) unique definitions for bursting options BI report template required to format and present the extracted data in the required format and layout Moderate BI template with basic validations and conditional logic May involve extraction of up to three (3) balances May involve HDL load from HCM extract flow Custom scheduling logic 	<ul style="list-style-type: none"> Up to eight (8) entities Up to forty (40) output columns Up to five (5) selection criteria at each level with exclusion rules Moderate custom extraction logic using Fast Formula or balance groups and moderate custom scheduling logic Five (5) unique definitions for bursting options BI report template required to format and present the extracted data in the required format and layout Complex BI template with moderate validations and conditional logic May involve extraction of up to five (5) balances May involve HDL load from HCM extract flow Custom scheduling logic 	<ul style="list-style-type: none"> transfers them to a vendor OIC sends final notification for data replication summary report

ii. Conversions.

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
Data Conversion	<ul style="list-style-type: none"> Number of sub-entities Data structure (hierarchy) Number of data attributes per entity 	<ul style="list-style-type: none"> No sub-entities Only open transactions/active records No header-child relationship between records Up to ten (10) data attributes 	<ul style="list-style-type: none"> Number of sub-entities: one (1) Only open transactions/active records No header-child relationship between data Up to thirty (30) data attributes 	<ul style="list-style-type: none"> Number of sub-entities: two (2) to four (4) Only open transactions/active records Header-child relationship between data exists More than thirty (30) data attributes 	<ul style="list-style-type: none"> Number of sub-entities: five (5) to nine (9) Only open transactions/active records Header-child relationship between data exists 	<ul style="list-style-type: none"> Number of sub-entities: more than ten (10) Only open transactions/active records Header-child relationship between data exists

iii. Reports.

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
BIP Reports (New Custom Report)	<ul style="list-style-type: none"> Report layout Number of parameters (prompts)/LOVs (List of Values) Number of tables involved Drill-down features Multiple level of grouping and sorting Language translation (multi-lingual reporting) Graphical representation Conditional formatting 	<ul style="list-style-type: none"> Simple list report with no totals or calculations No parameters or LOVs Up to two (2) tables No drill-down features No grouping of data required No language translation No conditional formatting and graphs 	<ul style="list-style-type: none"> Simple list/tabular report with totals Up to three (3) parameters or LOVs Up to five (5) tables No drill-down feature No grouping of data No language translation No conditional formatting and graphs 	<ul style="list-style-type: none"> Detailed list/tabular report Up to five (5) parameters or LOVs Requires up to eight (8) tables Up to six (6) simple calculation logics and three totals No drill-down features No sorting or grouping of data required Translation up to four (4) languages 	<ul style="list-style-type: none"> Cross Tab (Pivot table) reports with hierarchies and multiple conditions Requires up to seven (7) parameters and/or eight (8) LOVs Requires up to ten (10) tables Requires up to six (6) moderate calculation logics and up to four (4) totals Report query having many joins, item classes, drilling, summaries and parameters from multiple standard business areas Multiple levels of grouping and sorting of data Translation up to six (6) languages 	<ul style="list-style-type: none"> Cross Tab (Pivot table) Reports with hierarchies and multiple conditions Requires up to ten (10) parameters and/or ten (10) LOVs Requires more than ten (10) tables Requires up to six (6) moderate calculation logics and up to four (4) totals Report query having many joins, item classes, drilling, summaries and parameters from multiple standard business areas Multiple levels of grouping and sorting of data Translation up to six (6) languages Involves Payroll functionality
BIP Reports (Modified Standard Report)	<ul style="list-style-type: none"> Data extraction logic Report layout Number of parameters (prompts) Number of LOV (List of Values) Calculation logic Drill-down features Multiple level of grouping and sorting 	<ul style="list-style-type: none"> Layout changes - label/logo header/footer changes Column deletions, column format changes 	<ul style="list-style-type: none"> Layout changes - label/logo header/footer changes Column changes - additions [Delete this row if Reports will not be provided] Configuration (Production)* (from existing table in query; no new joins), deletions, 	<ul style="list-style-type: none"> Simple changes to data extraction logic Layout changes from simple to tabular format Dynamic sorting of results Moderate calculation logics and up to three (3) calculations Addition of five (5) parameters (prompts) 	<ul style="list-style-type: none"> Extensive changes to data extraction logic Layout changes from simple to Cross-Tab format Dynamic layout (based on parameters) and dynamic sorting of results Complex calculation logics and up 	<ul style="list-style-type: none"> N/A

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
			<ul style="list-style-type: none"> column format changes Addition of two (2) parameters (prompts) Simple calculation logics and up to two (2) calculations 	<ul style="list-style-type: none"> Additional LOVs registration up to two (2) numbers 	<ul style="list-style-type: none"> to five (5) calculations Reports with multiple layouts Additional LOVs registration up to five (5) numbers Addition of five (5) parameters (prompts) 	
OTBI Reports (New Custom Reports)	<ul style="list-style-type: none"> Report layout Filter conditions Drill-down features Calculation logic Multiple levels of grouping and sorting Specific view requirements Dashboard functionality 	<ul style="list-style-type: none"> Simple list report layout No filter conditions Drill-down features No calculation logic No multiple levels of grouping and sorting No specific view requirements No dashboard 	<ul style="list-style-type: none"> Simple list OR Cross tab (Pivot table) report layout Up to five (5) filter conditions (prompts) No Drill-down features No calculation logic No multiple level of grouping and sorting No specific view requirements No dashboard 	<ul style="list-style-type: none"> Cross tab (Pivot table) or tabular format Reports Up to five (5) filter conditions (prompts) Reports allowing up to one level of drill-down One (1) simple calculation; up to one (1) total No multiple level of grouping and sorting No specific view requirements Simple dashboard 	<ul style="list-style-type: none"> Cross Tab (Pivot table) Reports with hierarchies and multiple conditions Up to ten (10) filter conditions (prompts) Reports allowing up to three (3) levels of drill-down Up to three (3) calculations and up to five (5) totals Multiple levels of grouping and sorting of data Report show data specific to login user and max to one level of directs Moderate dashboard 	<ul style="list-style-type: none"> Cross Tab (Pivot table) Reports with hierarchies and multiple conditions Up to ten (10) filter conditions (prompts) Reports allowing up to three (3) levels of drill-down Up to three (3) calculations and up to five (5) totals Multiple levels of grouping and sorting of data Report show data specific to login user and max to one level of directs Complex dashboard functionality with multiple attributes
OTBI Reports (Modified Standard Report)	<ul style="list-style-type: none"> Report layout additions/ changes Filter condition additions/ changes Drill-down feature additions/ changes Calculation logic additions/ changes 	<ul style="list-style-type: none"> Layout changes - label/logo/ header/footer changes Column additions, deletions, column format changes 	<ul style="list-style-type: none"> Layout changes - label/logo/ header/footer changes Layout change from simple to tabular format Addition of up to two (2) filter conditions (prompts) Addition of simple calculation logics up to 	<ul style="list-style-type: none"> Layout changes - label/logo/ header/footer changes Layout change from simple to tabular format Addition of up to five (5) filter conditions (prompts) Addition of simple calculation logics up to 	<ul style="list-style-type: none"> Layout changes - from simple to Cross Tab format Addition of up to five (5) filter conditions (prompts) Report changes to allow up to one (1) level of drill-down Changes to show data 	<ul style="list-style-type: none"> N/A

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
	<ul style="list-style-type: none"> Multiple level of grouping and sorting Specific view requirements 		two (2) calculations	four (4) calculations	<ul style="list-style-type: none"> specific to user logged in Multiple levels of grouping and sorting of data Addition of simple calculation logics up to four (4) calculations 	

iv. Other.

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
Flexfields	<ul style="list-style-type: none"> Number of segments Number of validations 	<ul style="list-style-type: none"> Up to three (3) segments No segment values validation 	<ul style="list-style-type: none"> Up to five (5) segments Only seeded validations 	<ul style="list-style-type: none"> Up to seven (7) segments Up to three (3) custom validations 	<ul style="list-style-type: none"> More than seven (7) segments Up to seven (7) custom validations 	<ul style="list-style-type: none"> N/A
Fast Formulas (New)	<ul style="list-style-type: none"> Fast Formula requires custom setups Complexity of calculation logic Number of LDGs under scope Retrofit/Reuse % of the new code 	<ul style="list-style-type: none"> Fast Formula does not require additional custom setups Complexity of the calculation logic: Very Easy Number of LDGs in scope: one (1) 	<ul style="list-style-type: none"> Fast Formula requires few additional custom setups Complexity of calculation logic: Easy Number of LDGs in scope: one (1) 	<ul style="list-style-type: none"> Fast Formula requires additional custom setups Complexity of the calculation logic: Moderate Number of LDGs in scope: one (1) 	<ul style="list-style-type: none"> Fast Formula requires additional custom setups Complexity of the calculation logic: Complex Number of LDGs in scope: one (1) 	<ul style="list-style-type: none"> N/A
Fast Formulas (Modified)	<ul style="list-style-type: none"> Fast Formula requires additional custom setups Complexity of change to the calculation logic Number of LDGs added to scope Retrofit/Reuse % of the changed code 	<ul style="list-style-type: none"> Fast Formula does not require few additional custom setups Complexity of change to the calculation logic: Very Easy Number of LDGs added to scope: one (1) 	<ul style="list-style-type: none"> Fast Formula requires few additional custom setups Complexity of change to the calculation logic: Easy Number of LDGs added to scope: one (1) 	<ul style="list-style-type: none"> Fast Formula does not require additional custom setups Complexity of change to the calculation logic: Moderate Number of LDGs added to scope: one (1) 	<ul style="list-style-type: none"> Fast Formula requires additional custom setups Complexity of change to the calculation logic: Complex Number of LDGs added to scope: one (1) 	<ul style="list-style-type: none"> N/A

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
User-Defined Tables	<ul style="list-style-type: none"> Number of columns Number of rows 	<ul style="list-style-type: none"> Number of columns less than or equal to three (3) Number of rows for each column less than or equal to twenty (20) 	<ul style="list-style-type: none"> Number of columns less than or equal to five (5) Number of rows for each column less than or equal to fifty (50) 	<ul style="list-style-type: none"> Number of columns less than or equal to ten (10) Number of rows for each column less than or equal to one hundred (100) 	<ul style="list-style-type: none"> Number of columns less than or equal to fifteen (15) Number of rows for each column less than or equal to two hundred (200) 	<ul style="list-style-type: none"> N/A
Workflow	<ul style="list-style-type: none"> Customize existing Approval rules <ul style="list-style-type: none"> Delete rules change rules (modify conditions and approvers) Add New rules (conditions and approvers) within existing seeded ruleset 	<ul style="list-style-type: none"> Change/Add rules by adding/removing/changing conditions and approvers - up to two (2) rules 	<ul style="list-style-type: none"> Change/Add rules by adding/removing/changing conditions and approvers - up to three (3) rules 	<ul style="list-style-type: none"> Change/Add rules by adding/removing/changing conditions and approvers - up to four (4) rules 	<ul style="list-style-type: none"> Change/Add rules by adding/removing/changing conditions and approvers - up to six (6) rules 	<ul style="list-style-type: none"> N/A

Page
Personalization

- Change number of rows displayed in a table
 - Change product branding (image)
 - Change region header icon
 - Hide or show regions and items
 - Change layout order of regions and items within the boundaries of the parent region
 - Include or exclude descriptive Flexfield segments
 - Filter (restrict querying of) tabular data
 - Change item labels and region headers
 - Change required state of non-mandatory items
 - Update allowed state for updateable items
 - Enable totals for table columns, when applicable
 - Alter the item cascading style sheet (CSS) - to personalize the look and feel of an item
 - Set a default value for an item
 - Define tips (in line instructions
- Change of Labels
 - Hide/Unhide of Fields
 - Any other minor changes
- Change number of rows displayed in a table
 - Hide or show regions and items
 - Include or exclude descriptive Flexfield segments
- Change product branding (image)
 - Change layout order of regions and items within the boundaries of the parent region
 - Change item labels and region headers
 - Change required state of non-mandatory items
 - Update allowed state for updateable items
 - Enable totals for table columns, when applicable
 - Set a default value for an item
 - Define tips (in line instructions and usage help) for associated items
 - Add new items to an existing region, typically, as part of an extensibility project, where new items are limited to specific styles
 - System personalizations -- branding, images, messages
- Change region header icon
 - Filter (restrict querying of) tabular data
 - Alter the item cascading style sheet (CSS) - to personalize the look and feel of an item
 - System personalizations - style sheets, delivered Flexfields, customizing look and feel
- N/A

Extensibility Type	Parameters/ Effort Type and Usage help) for associated items	Very Easy	Easy	Moderate	Complex	Very Complex
	<ul style="list-style-type: none"> • Add new items to an existing region, typically, as part of an extensibility project, where new items are limited to specific styles • System personalizations – branding, style sheets, images, messages, delivered Flexfields, customizing look and feel 					
Elements	<ul style="list-style-type: none"> • Type of elements - Recurring, Non-Recurring & Information • Eligibility criteria • Costing Information • Status processing rules • Balances & balance Feeds • Database items 	<ul style="list-style-type: none"> • Non-recurring elements or information element • Open/No eligibility criteria • No costing information • Up to three (3) Input values • No balance feeds 	<ul style="list-style-type: none"> • Recurring/Information/non-recurring element • Multiple eligibility criteria - only seeded data • No costing • Up to five (5) Input values • No balance feeds 	<ul style="list-style-type: none"> • Recurring/Information/Non-recurring element • Multiple eligibility criteria • No costing • Up to five (5) Input values • Classification based balance feed 	<ul style="list-style-type: none"> • Recurring/Information/Non-recurring element • Multiple eligibility criteria • Costing information up to seven (7) Input values • Custom balance feeds 	<ul style="list-style-type: none"> • N/A
Custom Security profile	<ul style="list-style-type: none"> • SQL code complexity 	<ul style="list-style-type: none"> • No custom SQL Require 	<ul style="list-style-type: none"> • Custom SQL code complexity: Easy 	<ul style="list-style-type: none"> • Custom SQL code complexity: Moderate 	<ul style="list-style-type: none"> • Custom SQL code complexity: Complex 	<ul style="list-style-type: none"> • N/A
Custom Data Roles	<ul style="list-style-type: none"> • Complexities would involve creation custom job roles, duty roles, privileges and permissions 	<ul style="list-style-type: none"> • Additional/Removal of five (5) privileges per role 	<ul style="list-style-type: none"> • Additional/Removal of ten (10) privileges per role 	<ul style="list-style-type: none"> • Additional/Removal of fifteen (15) privileges per role 	<ul style="list-style-type: none"> • Additional/Removal of twenty (20) privileges per role 	<ul style="list-style-type: none"> • N/A
Dynamic Columns	<ul style="list-style-type: none"> • Calculation logic 	<ul style="list-style-type: none"> • Calculation logic: Very Easy 	<ul style="list-style-type: none"> • Calculation logic: Easy 	<ul style="list-style-type: none"> • Calculation logic: Moderate 	<ul style="list-style-type: none"> • Calculation logic: Complex 	<ul style="list-style-type: none"> • N/A

Extensibility Type	Parameters/ Effort Type	Very Easy	Easy	Moderate	Complex	Very Complex
Business Rules	<ul style="list-style-type: none"> Steps 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Two (2) – four (4) steps to complete 	<ul style="list-style-type: none"> Five (5)-eight (8) steps to complete 	<ul style="list-style-type: none"> Nine (9)-16 steps to complete 	<ul style="list-style-type: none"> N/A
Web Data Entry Forms (WDEFs)	<ul style="list-style-type: none"> Business rules Dimensions Run time prompts 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Simple list layout No business rules attached to the form No dashboards Up to two (2) dimensions in rows 	<ul style="list-style-type: none"> Business rule attached to the form No run on save attached to the business rule on the form Up to two (2) dimensions in rows of form Includes run time prompts 	<ul style="list-style-type: none"> Business rule attached to form Business rules set to run on save Dashboard created from web form Multiple dimensions allowed in rows (up to three (3)) Includes run time prompts 	<ul style="list-style-type: none"> N/A
Test Cases	<ul style="list-style-type: none"> Pre-requisites Number of steps Number of interfaces Number of verification points Need for dataset creation 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> No pre-requisites Three (3) transactions No interfaces Two (2) to three (3) verification points Creation of baseline data for testing is not required Less than twenty-five (25) clicks per test case 	<ul style="list-style-type: none"> Previous test cases must be run Three (3) to six (6) transactions One (1) to two (2) interfaces Three (3) to six (6) verifications Creation of baseline data for testing is required Twenty-six to fifty (50) clicks per test case 	<ul style="list-style-type: none"> Previous test cases to must be run Six (6) to eight (8) transactions Two (2) to four (4) interfaces Six (6) to eight (8) verification points Creation of baseline data for testing is required Fifty-one (51) to one hundred (100) clicks per test case 	<ul style="list-style-type: none"> Previous test cases must be run More than eight (8) transactions Four (4) to six (6) interfaces More than eight (8) verification points Creation of baseline data for testing is required Greater than one hundred (100) clicks per test case

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND GARTNER, INC. TO PROVIDE ENTERPRISE RESOURCE PLANNING CONSULTING SERVICES.

WHEREAS, the Town of Hempstead ("Town") heretofore entered into an agreement with Gartner, Inc., 56 Top Gallant Road, Stamford, CT 06904 (the "Agreement"), for ERP strategy development and system integrator selection (the "Services"); and

WHEREAS, the Town entered into Agreement by way of Resolution 170-2017 adopted on February 7, 2017 which set a term of twelve (12) months; and

WHEREAS, the Town entered into Agreement by way of Resolution 1187-2018 adopted on September 4, 2018 the Agreement was extended for an additional term of seven (7) months; and

WHEREAS, the Town entered into Agreement by way of Resolution 325-2020 adopted on February 25, 2020 the Agreement was extended for an additional term of one (1) year in three (3) month increments; and

WHEREAS, the Commissioner of Information and Technology, the Director of Human Resources and the Town Comptroller feel that it is in the best interest of the Town to extend the terms of the Agreement; and

NOW THEREFOR, BE IT RESOLVED that the Town Comptroller is hereby authorized to accept the proposal by Gartner, Inc. to provide Enterprise Resource Planning Consulting Services in their proposal dated February __, 2022 for a term of 22 months and negotiate the terms and conditions and execute said agreement with Gartner, Inc.; and

IT IS FURTHER RESOLVED that fees for said services shall be paid from capital project 700-0501-07000-5010-007B47 in an amount not to exceed \$2,910,766.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

14301

Master Consulting Services Agreement - Gartner, Inc.

This **Master Consulting Services Agreement** (the "**Agreement**"), dated as of February [], 2022 (the "**Effective Date**"), is between Gartner, Inc. whose registered office is at 56 Top Gallant Road, Stamford, CT 06904-7700 ("**Gartner**") and the Town of Hempstead New York with offices located at 01 Washington Street, Hempstead NY 11550 hereinafter ("**Client**"), and sets forth the terms and conditions for the provision of consulting services to be performed by Gartner for Client (the "**Services**").

1. **Scope of Services.** This Agreement is applicable to all Services provided by Gartner during the term of this Agreement, which Services are set forth in a Statement of Work executed by the parties in accordance with Section 2. The actual work to be performed by Gartner in any specific engagement, and the fees to be paid by Client for such engagement, will be set forth in the applicable Statement of Work.
2. **Statements of Work.** Statements of Work (SOW) shall mean the Statement(s) of Work prepared for the Town of Hempstead by Gartner and which documents are signed by both Gartner and Client, attached hereto as Appendix A. The parties may make changes to the Statement of Work provided both parties agree to the changes in writing.
3. **Term of Agreement.** This Agreement shall remain in effect until acceptance by client that deliverables comply with SOW, which acceptance shall not be unreasonably withheld or unless terminated by either party in accordance with Termination provisions contained herein.
4. **Termination.**
 - (a) Either party may upon giving ten (10) business days' written notice identifying specifically the basis for such notice, terminate an individual SOW issued via this Agreement for breach of a material term and/or condition of this Agreement, provided the other party shall not have cured such breach within the ten (10) business day cure period.
 - (b) Client may terminate this Agreement for its convenience upon thirty (30) calendar day's written notice to the other Party. In the event of such termination, Gartner shall be entitled to payment of all fees incurred prior to the effective date of such termination. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement for breach and/or convenience shall survive such expiration or termination.
5. **Term of Statements of Work.** Except as set forth below, each Statement of Work is non-cancelable and shall remain in effect until the Services specified have been completed by Gartner and accepted by Client in accordance with the provisions of this Agreement. Either party may terminate a Statement of Work for material breach by the other party upon 30 days' prior written notice, if the breaching party does not cure the breach within the 30-day notice period or such other period as mutually agreed upon by the Parties. Such notice shall set forth in reasonable detail the nature of the asserted breach.
6. **Effect of Termination.** Upon termination of this Agreement, Gartner shall complete the Services under all Statements of Work in process as of the effective date of termination. The provisions of this Agreement shall continue to apply to all ongoing Statements of Work.
7. **Intellectual Property.**
 - (a) Gartner shall retain sole and exclusive ownership of the Deliverable(s), Gartner tools, methodologies, questionnaires, responses, and proprietary research and data generated in the course of performing the Services, together with all intellectual property rights therein (the "**Gartner Materials**"). Gartner grants to Client a perpetual, nonexclusive, royalty-free license to use the Deliverables in the normal course of its business, subject to the limitations set forth in Section 8.

Nothing contained in this Agreement shall preclude Gartner from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Gartner shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of

performing the Services, provided that Gartner shall not use or disclose any of Client's confidential information, as defined in Section 8.

Client shall retain its rights in any proprietary material that Client supplies to Gartner. If Client provides Gartner with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to Gartner all rights and licenses that are necessary for Gartner to fulfill its obligations under each Statement of Work.

8. **Use of Deliverables.** Subject to payment in full of the applicable fees, Gartner grants to Client for its internal business purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. Unless the Deliverable is a Request for Proposal (RFP) or similar document intended to be distributed by Client, Client shall not make the Deliverables available, in whole or in part, to anyone outside of Client, or quote excerpts from the Deliverables to the public, without the prior written consent of Gartner. Notwithstanding the foregoing, Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental, regulatory or other bodies as required by law.
9. **Confidentiality.**
 - (a) The parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with each Statement of Work, including the Gartner Materials. The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission.
 - (b) Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, if the disclosing party elects to seek reasonable protective arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information.
10. **Warranties.** Client warrants that Gartner's use of any materials furnished by Client in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. Gartner warrants that the Deliverables, in the form provided to Client, do not infringe any copyright, trademark, trade secret or other right of any third party.

ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. GARTNER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT GARTNER BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE CLIENT. GARTNER HAS NO OBLIGATION TO ADVISE CLIENT OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE DELIVERABLES AFTER THE TERMINATION OF THIS AGREEMENT.

11. **Limitation of Liability.**
 - (a) Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Gartner or its employees, Gartner's total liability arising out of this Agreement and the provision of the Services shall be limited to the fee paid by Client under

the Statement of Work under which such liability arises.

(b) Except for actions by Gartner for payment, no action or proceeding arising out of this Agreement may be brought more than four years after the events giving rise thereto.

12. Fees and Expenses.

(a) Fees are set forth in the SOW and shall consist of Two Million Three Hundred Seventy-Four Thousand Six Hundred and Thirty-Two Dollars [\$2,347,632] for consulting services as indicated in the SOW attached hereto as Appendix A. (b) If any aspect of the Services or the Deliverables become the subject of compulsory process for documents, testimony or other investigation, Client agrees to pay all fees incurred by Gartner in connection with reviewing, responding and complying with the process or other investigation. These fees include, without limitation, fees of Gartner or its outside counsel to object to or negotiate the terms of Gartner's compliance with the process and fees for time spent by Gartner's employees at Gartner's then current consulting rates to respond to the process, together with all other reasonable out-of-pocket expenses incurred by Gartner, including, without limitation, outside counsel fees and travel.

13. Indemnification. Gartner shall indemnify, defend and hold harmless Client and its employees, directors, officers, principals and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of Gartner, its personnel, or agents during the course of the performance of Services under this Agreement.

Upon notification of a claim against Client, alleging any Deliverable infringes a copyright, US patent or trade secret of any third party, Gartner will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Client. Gartner will not indemnify Client however, if the claim of infringement is caused by, (1) Client's misuse or modification of the Deliverable; (2) Client's failure to use corrections or enhancements made available by Gartner; (3) Client's use of a Deliverable in combination with any product or information not owned or developed by Gartner. If any Deliverable is, or in Gartner's opinion is likely to be, held to be infringing, Gartner shall at its expense and option either: (a) procure the right for Client to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to Client the fees paid for such Deliverable.

14. Acceptance of Deliverables. All Deliverables provided by Gartner to Client shall be deemed to be accepted within 20 business days of receipt by Client unless Gartner receives written notice of non-acceptance within 20 business days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the Statement of Work and Gartner shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the Statement of Work. Client shall not withhold any payment for Services except for material and substantial non-conformity with the Statement of Work.

15. Employee Hiring. Client acknowledges that Gartner has invested substantial time and expense in recruiting, hiring, training and retaining employees. Client agrees not to hire any of Gartner's employees or agents who are involved with the Services during the term of this Agreement and for 12 months thereafter, without Gartner's prior written consent. For purposes of this section "to hire" means to hire as an employee or otherwise to engage or retain as an independent contractor or consultant.

16. Assignment. Except as expressly granted herein, the parties may not assign any rights or delegate any obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided (i) Gartner may assign any rights or obligations under this Agreement to any of its affiliates and subsidiaries with the prior consent of Client, which consent shall not be unreasonably withheld, and (ii) each party may assign its rights to a successor entity provided that upon the merger or consolidation of such party or the transfer of all or substantially all of its assets to a third party, the surviving entity is controlled by the person(s) controlling such party prior to the date of such merger, consolidation or transaction. Any assignment in violation of this Agreement is void. This Agreement shall be binding upon the successors, legal representatives and permitted assigns of the parties.

17. **Force Majeure.** Neither party shall be in default of any obligation under this Agreement to the extent performance of such obligation is prevented or delayed by a Force Majeure Event. For purposes of this section, Force Majeure Events include fire, flood, explosion, strike, war, insurrection, embargo, government requirement, act of civil or military authority, act of God, or any similar event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties shall take all reasonable action to minimize the effects of a Force Majeure Event. If a Force Majeure Event prevents or delays the performance of a party for 30 days, the other party shall have the right to terminate the affected Statement of Work upon written notice at any time before performance resumes.
18. **Publicity.** Neither party shall use the name of the other party in any announcements, press releases or advertisements, or for any commercial purpose, without the prior written consent of the other, except that Gartner may name Client in client listings.
19. **Independent Contractors.** The relationship of the parties is that of independent contractors. Each party, its employees and agents, shall not be deemed to be employees, agents, joint venturers or partners of the other and shall not have the authority to bind the other.
20. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Gartner and Client that no third party shall have the right to (i) rely on the Services provided by Gartner, or (ii) seek to impose liability on Gartner as a result of the Services or any Deliverables furnished to Client.
21. **Entire Agreement.** This Agreement, together with the Statements of Work, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior documents and agreements, and shall not be effective until accepted by an authorized representative of Gartner and Client.
22. **Amendments/Controlling Document.** If, by mutual agreement, changes to the provisions of this Agreement are necessary, such changes shall be made by a written amendment signed by both parties. The provisions of this Agreement shall control any inconsistencies with any Statements of Work unless otherwise specifically agreed by the parties in writing by referencing the provision of this Agreement being modified.
23. **Severability.** If any provision of this Agreement or a Statement of Work is found to be unenforceable in any jurisdiction, the balance of this Agreement and the Statement of Work shall not be affected by the unenforceable provision, and such provision, shall, if feasible, be modified in scope so that it becomes enforceable.
24. **Arbitration.** Any dispute arising out of or relating to this Agreement shall be decided by a single arbitrator under the Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services (JAMS) or such other dispute resolution entity jointly agreed upon by the parties. Any arbitration hearing shall take place in Nassau County, New York. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction over the parties. The parties consent to the jurisdiction of the courts of the state of Connecticut. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief, if any, awarded to the prevailing party.
25. **Notices.** All notices required or permitted under this Agreement shall be in writing and sent by hand delivery, courier or certified mail, return receipts requested, to the other party's address set forth below. Notices shall be effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this section.

If to Gartner:
Gartner, Inc.
56 Top Gallant Road
Stamford, CT 06904
Attention: General Counsel
With a simultaneous copy to
the attention of the Legal Department

If to Client:
Town of Hempstead
01 Washington Street Hempstead, NY
11550
Attention: _____

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflict of law principles.
27. **Survival.** Sections 5, 6, 7, 8, 9, 10, 11, 13, 15, 16 and 24 shall survive any expiration or termination of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives, to be effective on the Effective Date.

GARTNER, INC.

Authorized Signatory

Date

TOWN OF HEMPSTEAD NEW YORK

Signature

Date

Name and Title




IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:
 By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.



Engagement Overview

1.0 Engagement Overview

Table 1. Engagement Summary

	Description
 <p>Our Understanding of the Town of Hempstead's Requirements</p>	<ul style="list-style-type: none"> ▪ Project staffing to address known gaps and augment Town staff, including project manager, functional lead, functional analyst(s) and technical lead roles to support required Oracle ERP system reconfiguration activities ▪ Governance facilitation and risk / issue management for required Oracle ERP system reconfiguration activities ▪ Transition support for establishing and optimizing the Town's ongoing functional and technical ERP system support model ▪ Leading practices and strategic support for organizational change management activities, including stakeholder / end user engagement, user acceptance testing, training, knowledge transfer and any required business process changes
 <p>Town of Hempstead's Objectives and How Gartner Consulting will Meet Them</p>	<ul style="list-style-type: none"> ▪ Gartner will deploy a team of experienced project management, functional and technical resources, including individuals who have been supporting the Town for multiple years and new resources with deep functional and technical knowledge of and experience with ERP solutions and implementation projects ▪ Gartner will continue to provide independent and objective oversight, governance facilitation, guidance and insight regarding leading industry practices for the Town's Oracle ERP system reconfiguration project and ongoing support and stabilization activities
 <p>Gartner Approach and Deliverables</p>	<ul style="list-style-type: none"> ▪ Project management, functional and targeted technical support and guidance for system reconfiguration projects and establishing an optimized functional and technical system support model for ongoing system operations ▪ Weekly project status reports, including key risks/issues and recommended mitigations ▪ Targeted deliverables review and quality assurance for vendor reconfiguration project staffing and project outcomes ▪ Town ERP Steering Committee governance facilitation and meeting minutes / actions ▪ Executive briefings, as required

1.1 Gartner Engagement Objectives

Based on Gartner's ongoing work and collaboration with the Town of Hempstead on ERP project governance and post-implementation stabilization activities, Gartner has identified the following key objectives for in-scope areas of this proposed Statement of Work.

Table 2. Engagement Objectives

Key Objectives
<ul style="list-style-type: none">• Provide staffing for key implementation project roles to address known knowledge and experience gaps and augment Town staff
<ul style="list-style-type: none">• Complete required Financials and HCM system reconfiguration activities to fully utilize Oracle ERP software functionality and retire legacy system(s)
<ul style="list-style-type: none">• Transition to a sustainable functional and technical ERP system support model to ensure continuity of Town operations within the software solution

1.2 Scope

The Town has requested Gartner's support with the following project roles and activities:

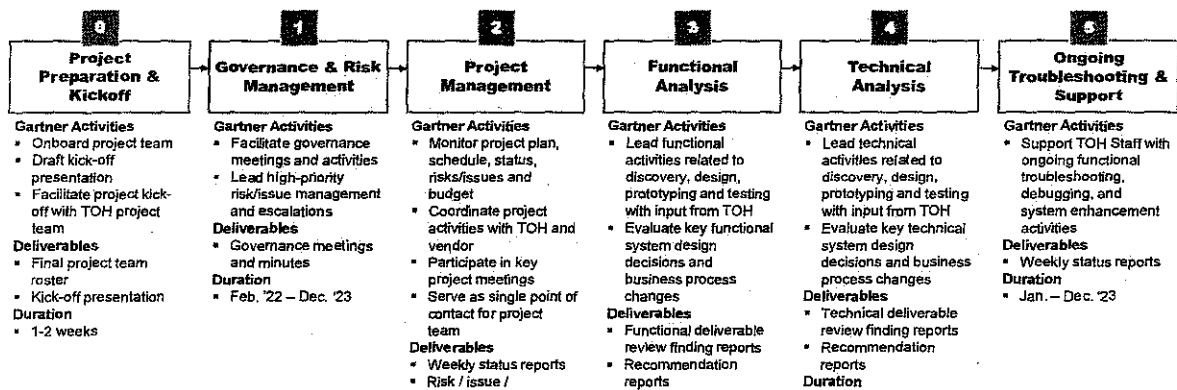
- **ERP Project Staff Augmentation:** Provide critical implementation staffing resources to address existing role/gaps and supplement Town staff in the following areas:
 - **Project Management:** Dedicated project manager for the duration of the Oracle Cloud ERP reconfiguration project, responsible for monitoring daily activities to ensure project is delivered in time, within budget and meets scope and quality goals. Facilitate collaboration across Town and vendor project teams, with an emphasis on quality, productivity, and adoption of standard software functionality to meet the Town's business needs. Facilitation of deliverable reviews to ensure alignment with the Town's objectives, expectations and requirements.
 - **Functional Analysis:** Dedicated functional lead, functional analyst, and optional additional analysts upon request and as needed (see Section 1.8.3 Optional Services). Provide support for Oracle Cloud ERP reconfiguration project and Finance Process transformation, assisting the Town in documenting business processes, providing input for system configuration design, and supporting end-user testing and training activities.
 - **Strategic Technical Analysis:** Dedicated technical lead, providing analysis and support for technical aspects of the Oracle Cloud ERP reconfiguration project, including data conversion, integration, security and reporting.
- **Governance and Risk Management:** Provide governance and strategic risk / issue management and escalation support for required ERP Financials and HCM reconfiguration activities, including facilitation of governance meetings, participation in reconfiguration project meetings, ongoing reviews of project status reports, including progress relative to the agree upon schedule and budget, targeted reviews of key deliverables and decision support for critical risks/issues.
- **Ongoing Support:** Provide ongoing support to ensure system stabilization following reconfiguration activities, including functional debugging, incident troubleshooting and

coordination the vendors, as needed. Also provide transition support to help the Town establish and optimize its functional and technical ERP system support model, including utilization of vendors and business processes to ensure appropriately skilled/experienced vendor resources are engaged to provide the Town with incident troubleshooting and resolution, break-fix and system enhancement support that meets the Town's needs on an ongoing basis.

1.3 Approach Overview

Gartner's approach is based on our proven methodology and experience providing governance, risk management, project management, functional and technical analysis and related support for ERP projects. The figure below outlines the activities, durations and deliverables associated with each step in our approach, which aligns with the Town's anticipated ERP reconfiguration project timeline and requirements for ongoing stabilization and system support.

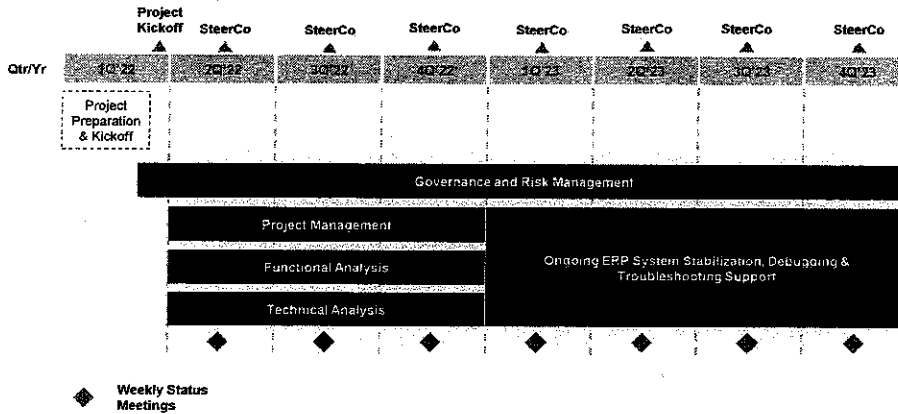
Figure 1. Gartner Approach



1.4 Project Plan Overview

Gartner anticipates completion of all in-scope services included in this engagement (excluding optional Ongoing Support services in 2024) by December 2023, as detailed in Figure 2. This schedule is dependent on the assumptions included in this Proposal.

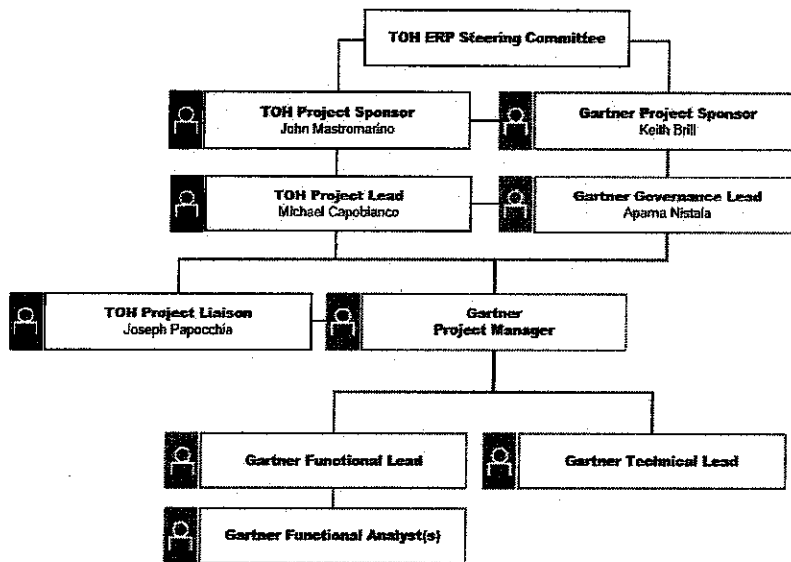
Figure 2. Estimated Engagement Schedule



1.5 Project Team Overview

Gartner proposes a project team organization structure for this engagement that ensures high-level sponsorship and quality assurance, strong day-to-day project management and a team with deep subject matter expertise and multiple years of experience working with the Town of Hempstead. The key roles and proposed individuals for the Gartner team are shown in Figure 3 below.

Figure 3. Gartner Project Team for the Town of Hempstead



1.5.1 Roles and Responsibilities

Table 3 below describes the Gartner and Town of Hempstead roles and responsibilities for this engagement.

Table 3. Project Team Roles and Responsibilities

Role	Responsibilities
Project Sponsor Keith Brill	<ul style="list-style-type: none"> Ensure that Gartner activities support Town of Hempstead goals and objectives Staff Gartner project roles and monitor associate performance Provide oversight and quality assurance for the Gartner Team's deliverables
Governance Lead Aparna Nistala	<ul style="list-style-type: none"> Facilitate governance and escalation activities with the Town and vendors Develop and implement mitigation strategies and plans for key risks and issues Ensure that project deliverables are completed on time and meet the Gartner quality standards Act as the primary point of contact for the Gartner team
Project Manager	<ul style="list-style-type: none"> Monitor daily activities to ensure project is delivered in time, within budget and meets scope and quality goals. Facilitate collaboration across teams in a project environment with an emphasis on quality, productivity, and consistency. Facilitate deliverable reviews to ensure they align with Town's objectives and expectations.

Role	Responsibilities
Functional Lead	<ul style="list-style-type: none"> ▪ Work with Town departmental leads on Oracle Cloud ERP reimplementation and Finance Process transformation. ▪ Provide input for system configuration design. ▪ Support end-user testing and training activities
Functional / Business Analyst(s)	<ul style="list-style-type: none"> ▪ Assist the Town in documenting business processes. ▪ Provide input for system configuration design. ▪ Support end-user testing and training activities
Technical Lead	<ul style="list-style-type: none"> ▪ Provide support for data collection, data analysis and recommendations for activities ▪ Provide support for integration, roles setup and reporting

1.5.2 Town of Hempstead's Roles and Responsibilities

Table 4. Town of Hempstead's Roles and Responsibilities

Functional Role	Responsibilities
Project Sponsor	<ul style="list-style-type: none"> ▪ Participate in governance meetings and executive briefings, as required ▪ Provide executive support for resolving any high-priority risk/issue escalations ▪ Provide final sign-off on high-priority system design decisions
Project Lead	<ul style="list-style-type: none"> ▪ Participate in governance and key project meetings ▪ Provide strategic direction for system design decisions ▪ Sign-off on deliverables
Project Liaison	<ul style="list-style-type: none"> ▪ Provide day-to-day coordination with Town resources ▪ Serve as primary point of contact for Town Departmental Leads, End Users and Vendors
End Users	<ul style="list-style-type: none"> ▪ Participate in project meetings and workshops, as required ▪ Provide timely feedback on project deliverables and related documentation ▪ Lead and/or participate in training, knowledge transfer and user acceptance testing activities, as required
Departmental Leads	<ul style="list-style-type: none"> ▪ Participate in project meetings, as required ▪ Provide timely feedback on project tasks and deliverables, as required ▪ Ensure departmental staff are fully participating in project tasks and providing timely feedback, as required

1.6 Project Management and Control

A number of crucial activities are accomplished via Gartner's project management process:



-
- Our project management process guides reporting, risk mitigation and engagement control:
 - Weekly meetings to review project status and mitigate key risks/issues
 - Communications to key Town stakeholders to keep them informed of significant project milestones, risks/issues and related items
 - Gartner will be in continual communication with stakeholders to ensure full awareness of activities, the associated timeline and actions required to ensure efficient control of project change.
 - Participation in meetings with Town ERP vendors to assess status and address risks/issues

1.7 Assumptions

The deliverables, schedule and pricing in this Proposal are based on the following assumptions:
Town of Hempstead's Participation:

- Town of Hempstead will designate a Project Liaison to act as the Town's primary point of contact for this engagement. Town of Hempstead's Project Liaison and/or Project Lead will be expected to work closely with the Gartner employees as needed and will:
 - (a) approve priorities, detailed step plans and schedules;
 - (b) facilitate the scheduling of interviews with appropriate client personnel;
 - (c) notify Gartner in writing of any engagement or performance issues; and
 - (d) assist in resolving issues that may arise.
- The work effort described in this Proposal assumes Town of Hempstead's personnel are available to assist in the manner defined in this Proposal. In the event that Town of Hempstead's personnel are not available, a change of scope may be necessary.
- Town of Hempstead will review and approve documents within ten (10) business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by Town of Hempstead.
- Town of Hempstead will schedule Town of Hempstead's resources for project activities and provide meeting facilities as necessary.
- Town of Hempstead's personnel will be available per the final project schedule.
- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and ensure a culture of continuous improvement of process and best practice.

Data Collection:

- Any required due diligence (as-is) data are reasonably available via interviews and documentation review.
- Town of Hempstead will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.
- All data collection and interviews/workshops will take place via telephone or web / virtual conference

Key Personnel:

- In the event that unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform Town of Hempstead as soon as reasonably possible and substitute appropriate associates with comparable skills.

Place of Performance:

- All Gartner services will be performed at Gartner or remote locations with the use of virtual conferencing technology to facilitate meetings, workshops and other project activities.
- Gartner will make reasonable efforts to ensure that one or more project leadership team member attend in-person Steering Committee or Executive Briefing meetings to provide progress updates and address related questions, as required. In the event Gartner or the Town is not able to comply with the other parties' policies related to COVID-19 precautions and protections, the parties shall continue with the engagement through virtual means.

Deliverables and Changes to Scope:

- Any requests for additional information or resource (beyond the details described in the tasks above) that are made by Town of Hempstead will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal).
- All deliverables will be developed using Microsoft Office products (e.g., Word and PowerPoint).

Further Assurances:

- Gartner Research and Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see "[Guiding Principles on Independence and Objectivity](#)" on our website, gartner.com or contact the Office of the Ombuds at ombuds@gartner.com or +1 203 316 3334.

1.8 Investment Summary

1.8.1 Fees and Expenses

In accordance with pricing terms of the SOW, Gartner will conduct the engagement as outlined above in this Proposal for a firm-fixed price of \$2,374,632 for 24-months of in-scope services, inclusive of any required travel and other reimbursable expenses and exclusive of optional services outlined below. This will be billed as defined below.

1.8.2 Billing and Invoicing

Gartner will bill the professional fees at the conclusion of each month in the prorated monthly amount of \$164,796 for a period of ten (10) months in 2022 and prorated monthly amount of \$60,556 for a period of twelve (12) months in 2023.

1.8.3 Optional Services

Gartner will provide additional functional analysts on an as-needed basis to the Town at an additional price based on the number of resources, skill sets needed and duration of the need. Gartner will also provide additional ongoing functional support for activities related to ERP debugging / troubleshooting and system enhancements from January – June 2024.

1. Functional Analysts

- **Description:** Up to three (3) additional Gartner analysts to support up to six (6) weeks of implementation activities during critical stages of the project, as needed and at the Town's discretion.
- **Pricing:** \$172,800 for a total of three (3) analysts for a period of six (6) weeks, or \$9,600 per analyst, per week

2. Ongoing Support

- **Description:** Six (6) months of support from January 1, 2024 – June 30, 2024 for activities related to overall ERP stabilization, functional debugging / troubleshooting and system enhancements.
- **Pricing:** \$363,334 for a period of six (6) months from January – June 2024 and prorated monthly amount of \$60,556 for a period of six (6) months

Primary Contact

John Mastromarino
Town Comptroller
One Washington Street
Hempstead, New York 11550
(516) 812-3169
johnmas@tohmail.org

Billing Contact

Valerie Caldwell
One Washington Street, 3rd floor
Hempstead, New Year 11550

1.9 Authorization

When signed by Gartner, Inc. and Town of Hempstead, this Proposal is incorporated in and governed by the Town's MCSA with Gartner dated February [], 2022. These two documents (the Proposal and governing terms) set forth the relationship between the parties for this engagement.

This Proposal may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change to Scope provision.

SUBMITTED ON BEHALF OF GARTNER, INC.

K.P. Brill

SIGNATURE

Keith P. Brill, Managing Partner

PRINT NAME AND TITLE

January 14, 2021

DATE

AGREED ON BEHALF OF TOWN OF HEMPSTEAD

SIGNATURE

PRINT NAME AND TITLE

DATE

PO NUMBER (IF APPLICABLE)

1.9.1 Changes to Scope

The scope of this engagement is defined by this Proposal. All Town of Hempstead requests for changes to the Proposal must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise Town of Hempstead of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this Proposal. By way of example and not limitation, changes may include the following:

- Any activities not specifically set forth in this Proposal.
- Providing or developing any deliverables not specifically set forth in this Proposal.
- Any change in the respective responsibilities of Gartner and Town of Hempstead, including any reallocation or any changes in engagement or project manager staffing.
- Any rework of completed activities or accepted deliverables.
- Any investigative work to determine the cost or other impact of changes requested by Town of Hempstead.
- Any additional work caused by a change in the assumptions set forth in this Proposal.
- Any delays in deliverable caused by modification of acceptance criteria in this Proposal.
- Any changes to research analysts' time or resources.

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT WITH ORACLE AMERICA, INC. FOR THE UPGRADE OF THE HUMAN CAPITAL MODULE (HCM) WITHIN THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM .

WHEREAS, the Director of Human Resources recommends it is in the best interest of the Town to upgrade the HCM Module within the Enterprise Resource Planning (ERP) System; and

WHEREAS, Oracle America, Inc. a NYS OGS Centralized Contract Vendor with Contract Number CM00884 for Information Technology Umbrella Contract has the necessary expertise in the Oracle Cloud ERP System; and

NOW, THEREFORE, BE IT

RESOLVED, the Agreement is authorized at a cost not to exceed TWENTY EIGHT THOUSAND and FIVE HUNDRED dollars (\$28,500.00).

RESOLVED, that the Town Board authorizes the Director of Human Resources and/or the Town Attorney to execute the Agreement, and/or such other documents as may be required, with Oracle America, Inc. consistent with the foregoing; and be it further

RESOLVED, the Director of Human Resources and/or the Town Attorney reserves the right to negotiate and require further provisions of the subject agreement after the date of the adoption of this resolution.

RESOLVED, nothing in this resolution shall be construed in a manner inconsistent with any applicable law or regulation.

RESOLVED, that the Comptroller is authorized and directed to make payments from the General Fund Undistributed Fees & Services account 010-0012-90000-4151 in an amount not to exceed TWENTY EIGHT THOUSAND and FIVE HUNDRED dollars (\$28,500.00).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

116976

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT WITH ORACLE AMERICA, INC. FOR THE UPGRADE OF THE HUMAN CAPITAL MODULE (HCM) WITHIN THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM.

WHEREAS, the Director of Human Resources recommends it is in the best interest of the Town to upgrade the HCM Module within the Enterprise Resource Planning (ERP) System; and

WHEREAS, Oracle America, Inc. a NYS OGS Centralized Contract Vendor with Contract Number CM00884 for Information Technology Umbrella Contract has the necessary expertise in the Oracle Cloud ERP System; and

NOW, THEREFORE, BE IT

RESOLVED, the Agreement is authorized at a cost not to exceed FOUR HUNDRED FIFTY ONE THOUSAND, FIVE HUNDRED SIXTY NINE dollars and FIFTY cents (\$451,569.60).

RESOLVED, that the Town Board authorizes the Director of Human Resources and/or the Town Attorney to execute the Agreement, and/or such other documents as may be required, with Oracle America, Inc. consistent with the foregoing; and be it further

RESOLVED, the Director of Human Resources and/or the Town Attorney reserves the right to negotiate and require further provisions of the subject agreement after the date of the adoption of this resolution.

RESOLVED, nothing in this resolution shall be construed in a manner inconsistent with any applicable law or regulation.

RESOLVED, that the Comptroller is authorized and directed to make payments from the capital project account 700-0501-07000-5010-007B25 in an amount not to exceed FOUR HUNDRED FIFTY ONE THOUSAND, FIVE HUNDRED SIXTY NINE dollars and FIFTY cents (\$451,569.60).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14
16976

CASE NO.

RESOLUTION NO.

Adopted :

Offered the following resolution and moved its adoption

RESOLUTION APPOINTING DANIEL J. MULLIGAN TO
THE TOWN OF HEMPSTEAD LABOR ADVISORY
COUNCIL

WHEREAS, there heretofore has been established the Town of Hempstead Labor Advisory Council; and

WHEREAS, a vacancy on said board exists; and

WHEREAS, this Town Board deems it in the public interest to have the benefit of viewpoints of another qualified individual as a member of the Town of Hempstead Labor Advisory Council; and

WHEREAS, Daniel J. Mulligan, Chatham, New Jersey, 07928 is well qualified by reason of his educational and business background to serve as a member of said Council;

NOW, THEREFORE, BE IT

RESOLVED, that Daniel J. Mulligan, Chatham, New Jersey, 07928 be and he hereby is appointed as a member of the Town of Hempstead Labor Advisory Council; and BE IT FURTHER

RESOLVED, that this appointment shall take effect immediately, upon the same terms and conditions as set forth in Resolution No. 2979-1965, adopted December 28, 1965.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15

Case # 11721

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION AUTHORIZING ACCEPTANCE
OF CONTRACT NUMBER 0000000000**

DANIEL J. MULLIGAN

PROFESSIONAL EXPERIENCE

ENTERPRISE ASSOCIATION OF STEAMFITTERS LOCAL 638, New York, NY

Business Manager (January 2021 to Present)

Lead and manage the daily affairs of Local 638, representing 9,000 members working in the five boroughs of New York City and Long Island. Manage union officers and office staff and lead engagement with public officials and industry leaders to further the interests of the membership. Primary negotiator of collective bargaining agreements and key contracts. Co-chair of Board of Trustees of all trust funds totaling 3 billion dollars under management. Member of the Executive Board of the New York City Building and Construction Trades Council, the Nassau Suffolk Building and Construction Trades Council and the New York State Pipe Trades. Serve as main point of contact for the international union, The United Association.

Business Agent (February 2011 to December 2020)

Elected Business Agent and represented membership in assigned areas, including East Brooklyn, South Queens, Downtown Manhattan and Staten Island. Ensured working conditions were met and jurisdiction retained under collective bargaining agreement. Secured employment opportunities for members and acted as Trustee on Welfare, Pension and Education Funds. Coordinated political activities in assigned areas.

Journeyman Steamfitter (February 1985 to September 1992; October 2002 to January 2011)

DRINKER BIDDLE & SHANLEY, Princeton, NJ

Associate Attorney (June 2001 to September 2002)

Corporate attorney with legal practice focused on early-stage growth companies. Prepared corporate formation and deal documents. Negotiated and drafted contracts and supporting documentation for equity and debt financing and joint ventures, including employment, licensing, distribution and development agreements.

PAUL HASTINGS JANOFSKY & WALKER, New York, NY

Associate Attorney (September 1999 to May 2001)

Corporate attorney with legal practice focused on securities, venture capital and mergers and acquisitions. Represented corporate clients, including Fortune 500 companies, investment banks and technology companies, in major corporate transactions.

BROWN BROTHERS HARRIMAN & COMPANY, New York, NY

Senior Financial Auditor – Compliance and Securities Trading (June 1995 to December 1997)
Corporate Actions Analyst (September 1992 to June 1995)

EDUCATION

FORDHAM UNIVERSITY, School of Law, New York, NY

Juris Doctor, May 1999
Member of *International Law Journal*

ST. JOHN'S UNIVERSITY, College of Business Administration, Jamaica, NY

B.S. Finance, December 1995
Member of *Omicron Delta Epsilon National Honor Society for Economics and Finance*

ST. JOHN'S UNIVERSITY, St. Vincent's College, Jamaica, NY

Associate of Arts, May 1985

RESOLVED, that the Town Board is authorized to award the contract for the requirements for furnishing, delivering and installing cement liners to Greenfield Cemetery, Department of General Services, Town of Hempstead, Nassau County, New York to Wilbert Funeral Services, Inc. (Formerly known as Norwalk Wilbert Vault Company) in the sum of \$510.00 (Five Hundred Ten Dollars) per liner for a period of one year upon award of contract, and to make payments under the contract executed by the successful bidder from the Division of Cemeteries, Account No. 010-0006-88100-4600, Interment Expense.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Recommended By



Date 2/17/22 Commissioner of General Services
Town of Hempstead

APPROVED AS TO FORM



SENIOR DEPUTY TOWN ATTORNEY
DATE 2/17/2022

CASE NO.

RESOLUTION NO.

Adopted

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND ATLANTIS NATIONAL SERVICES TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that a professional title insurance company be retained to provide real estate title searches and title insurance and other necessary data with respect to acquisition of properties, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing proposals, has recommended that the title insurance firm of ATLANTIS NATIONAL SERVICES, having its principal office at 11 Middle Neck Road, St 400, Great Neck, NY 11021, be retained to provide the aforementioned professional services; and

WHEREAS, this Town Board deems the firm of ATLANTIS NATIONAL SERVICES, to be duly qualified to provide the aforesaid real estate title searches and title insurance and that the use of the aforementioned firm best serves the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and ATLANTIS NATIONAL SERVICES, INC., in connection with the planning and implementation of community development projects, for a term beginning January 1, 2022 and ending December 31, 2022 or upon completion of project, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to Twenty Thousand (\$20,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed TWENTY THOUSAND (\$20,000.00) Dollars from the appropriate Community Development Block Grant Account.

The forgoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CASE NO.

RESOLUTION NO.:

Adopted:

Council
moved for its adoption:

offered the following resolution and

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

WHEREAS, the applicant, BSREP 111 107 Charles Lindbergh Boulevard, LLC, has submitted to the Town of Hempstead an application for site plan approval for a parcel of land located at 107 Charles Lindbergh Boulevard, Garden City, New York; and

WHEREAS, the purpose of the proposed site plan approval is to allow for the demolition of an 44,469 square foot office building and the construction of a 102,901 square foot warehouse with parking for 176 cars; 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 Commissioner of the Department of Conservation and Waterways 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 Commissioner of Conservation and Waterways has made a recommendation to the Town Board; and

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

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

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

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

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

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

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

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

Item # 18

Case # 30363

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the proposed site plan approval for said parcel of land located in Garden City, New York; and

BE IT FURTHER

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

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING OVERALL LAYOUT SITE PLAN SUBMITTED BY RMB DEVELOPMENT CONSULTANTS, INC. ON BEHALF OF BSREP III 107 CHARLES LINDBERGH BOULEVARD LLC IN CONNECTION WITH BUILDING APPLICATION # 21-8038 FOR THE CONSTRUCTION OF A TWO STORY WAREHOUSE BUILDING; INCLUDING ASSOCIATED SITE IMPROVEMENTS, LOCATED ON THE N/W/C OF WEST ROAD AND CHARLES LINDBERGH BOULEVARD, GARDEN CITY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, RMB Development Consultants, Inc., on behalf of BSREP III 107 Charles Lindbergh Boulevard LLC has submitted an application bearing # 21-8038, for the construction of a two story warehouse building; including associated site improvements located on the N/W/C of West Road and Charles Lindbergh Boulevard, Garden City, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a Site Plan, dated May 11, 2021, last revised December 23, 2021 and bearing the seal of W. Charles Utschig Jr., P.E., License # 062303, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

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

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

NOW THEREFORE, BE IT

RESOLVED, that the overall site development plan submitted by RMB Development Consultants, Inc., on behalf of BSREP III 107 Charles Lindbergh Boulevard LLC entitled Site Plan, dated May 11, 2021, last revised December 23, 2021 and bearing the seal of W. Charles Utschig Jr., P.E., License # 062303, University of the State of New York, in connection with building application # 21-8038, for the construction of a two story warehouse building; including associated site improvements located on the N/W/C of West Road and Charles Lindbergh Boulevard, Garden City, Town of Hempstead, New York, be and the same is hereby approved.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Item # 19

Case # 30363

Resolution – Amending Resolution No. 82 – 2022 Re: Various offices positions & occupations in the Town Government of the Town of Hempstead

Item # 20

Case # 7

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN TO PROVIDE FUNDING FOR THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES FOR THE YEAR 2021

WHEREAS, Town Board is empowered to authorize Town funding of operational costs for the Town of Hempstead Department of Occupational Resources for the year 2021; and

WHEREAS, it is in the public interest to provide for the Town funding of the Town of Hempstead Department of Occupational Resources; and

NOW, THEREFORE, BE IT

RESOLVED, the Town Board hereby authorizes and approves funding for the Town of Hempstead Department of Occupational Resources in an amount not to exceed \$325,000.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

21

Case #

24824

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN AMENDMENT TO A LICENSE/LOCATION AGREEMENT WITH BRIGHTSIDE
PRODUCTIONS LLC.**

WHEREAS, the Town Board, pursuant to Resolution No. 1295-2021, duly adopted October 5, 2021, authorized the Town to enter into a certain License/Location Agreement dated October 5, 2021, with Brightside Productions, LLC., with offices at 266 Meserole Avenue, 4th Floor, Brooklyn, NY 11222, to film several scenes for their new Apple TV television series entitled "Brightside – Hello Tomorrow" at the Town's Sands Facility located at 710 Lido Blvd., Lido Beach, NY, commencing on October 1st through and including February 28, 2022; and

WHEREAS, Brightside Productions, LLC., has recently requested the Department to have said License/Location Agreement amended for the limited purpose of extending its term for (1) one additional month up through and including March 31, 2022 in exchange for the payment to the Town of an additional monthly license fee of \$30,000.00; and

WHEREAS, the Commissioner has confirmed that Brightside Productions LLC's proposed use of the Sands Facility through and including March 31, 2022, will not conflict with the discharge of any Town functions and has no objection to extending the Agreement for the additional (1) one month period.

WHEREAS, the Commissioner of the Department recommends to this Town Board that the aforementioned Amended License/Location Agreement with Brightside Productions, LLC., be approved and that he be authorized to execute same for the stated purpose of permitting Brightside Productions LLC to utilize the Sands Facility through March 31, 2022 subject to the Amended Agreement's terms and conditions: and

WHEREAS, this Town Board has determined that entering into the subject Amended License/Location Agreement is in the Town's best interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and hereby is authorized to execute the subject Amended License/Location Agreement with Brightside Productions, LLC for the specific purpose of allowing filming to take place at the Sands facility through and including March 31, 2022 all in accordance with the terms and conditions set forth in the Agreement.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

APPROVED

Commissioner
Dept. Parks & Recreation
Date: 2/16/22

Item # 22

Case # 29910
11377

AMENDMENT TO LICENSE/LOCATION AGREEMENT

This Amendment, made as of the ___ day of _____, 2022, by and between the Town of Hempstead ("Town") a municipal corporation of the State of New York, located in the County of Nassau acting by and through the Commissioner ("Commissioner") of the Town's Department of Parks & Recreation ("Department") having its office at 200 North Franklin Street, Hempstead, NY 11550 and the Brightside Productions LLC, a limited liability company with offices at 266 Meserole Avenue, Brooklyn, NY 11222 ("Studio").

WHEREAS, the Town Board, pursuant to Resolution No. 1295-2021, duly adopted October 5, 2021, authorized the Town to enter into a certain License/Location Agreement dated October 5, 2021, with Studio, providing, among other things, that the Studio would be permitted to utilize the Town's Facility located at 710 Lido Boulevard, Lido Beach, NY 11561 in conjunction with a film project for the period of October 6, 2021 through February 28, 2022; and

WHEREAS, the Studio has recently requested the Department to have the License/Location Agreement amended for the limited purpose of extending its term for one additional month up through and including March 31, 2022 in exchange for the payment to the Town of an additional monthly license fee of \$30,000.00; and

WHEREAS, the Commissioner has no objection to extending the Agreement for an additional one month period.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to modify and amend the License/Location Agreement as follows:

1. Section 4 ("Dates") of the Agreement is hereby modified to reflect that the expiration date of the Agreement shall be changed from February 28, 2022 to March 31, 2022.
 2. With the sole exception of the modification to the License/Location Agreement set forth in Section 1 hereof, all other terms and conditions of the License/Location Agreement shall remain unchanged and in full force and effect.
 3. This Amendment sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, covenants, arrangements, communications, representations or warranties, whether oral or written, by any party hereto or by any related or unrelated party.
-

CASE NO.

RESOLUTION NO.

ADOPTED:

its adoption: offered the following resolution and moved

RESOLUTION DECLARING CERTAIN INVENTORY EQUIPMENT OF THE DEPARTMENT OF PARKS AND RECREATION OBSOLETE AND AUTHORIZING THE DISPOSAL THEREOF.

WHEREAS, the Commissioner of the Department of Parks and Recreation hereby advises this Town board that certain inventory of equipment should be declared obsolete and disposed of, as such equipment is no longer economically serviceable for its original purpose; and

WHEREAS, the Commissioner of the Department of Parks and Recreation hereby further advises this board that he believes that this inventory has no value as equipment to be used for other purposes, and has indicated that the following equipment has been so judged:

<u>Item</u>	<u>Serial #</u>
(1) Hewlett-Packard® Design Jet T7100 Monochrome Large Format Printer	MY0CF2900H

WHEREAS, This Town Board hereby finds that it would be in the best interest of the Town to suitably dispose of the above referenced equipment.

NOW, THEREFORE, BE IT

RESOLVED, that the above described equipment inventory is hereby declared obsolete in its primary function in the Department of Parks and Recreation, and should accordingly be appropriately disposed of.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

APPROVED

Frank Z...
Commissioner
Dept.-Parks & Recreation

Date 2/16/22

Item # 23

Case # 9920

Case No.

Resolution No.

Adopted

offered the following resolution and moved it's adoption as follows:

RESOLUTION AUTHORIZING ACCEPTANCE OF CONTRACT #6-2022 YEARLY REQUIREMENTS FOR THE BEACH VOLLEYBALL PROGRAM FOR THE DEPARTMENT OF PARKS AND RECREATION AND AUTHORIZING THE EXECUTION OF AN ASSOCIATED LICENSE AGREEMENT

WHEREAS, Sportime Clubs, LLC, a regional leader in beach volleyball programming, previously successfully operated a widely acclaimed beach volleyball program in Town Parks for the benefit of Town residents during the years 2019-2021; and

WHEREAS, the Department of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for yearly requirements for the beach volleyball program for the Department of Parks and Recreation; and

WHEREAS, a total of one (1) bid was received in response to the advertisement for bids and referred to the Department of Parks and Recreation for examination and report:

Sportime Clubs, LLC
d/b/a Sportime
275 Old Indianhead Road
Kings Park, NY 11754

WHEREAS, pursuant to an associated License Agreement, Sportime Clubs, LLC would be obligated to pay the Town the following minimum annual license fees:

YEAR 1	Guaranteed Payment	\$25,000.00
YEAR 2	Guaranteed Payment	\$27,500.00
YEAR 3	Guaranteed Payment	\$30,250.00

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends acceptance of the bid submitted Sportime Clubs, LLC, d/b/a Sportime, 275 Old Indianhead Road, Kings Park, NY 11754, as being the sole bidder and being duly qualified and further respectfully seeks authorization to execute the associated License Agreement between the parties.

NOW, THEREFORE, BE IT

RESOLVED, that the bid from Sportime Clubs, LLC, d/b/a Sportime, 275 Old Indianhead Road, Kings Park, NY 11754, be and is hereby accepted and approved; and

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and is hereby authorized to execute the associated License Agreement between the parties.

cm # 24
30065

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING A PROPOSAL FROM NATIONAL RINK MANAGEMENT CORP. ("NRM") AND AUTHORIZING THE EXECUTION OF A RELATED AMENDMENT TO THE EXISTING LICENSE AGREEMENT BETWEEN SAID CORPORATION AND THE TOWN OF HEMPSTEAD PERTAINING TO THE MANAGEMENT, OPERATION AND MAINTENANCE OF THE NEWBRIDGE ROAD PARK ICE RINK

WHEREAS, the Town Board, pursuant to Resolution No. 537-2015, duly adopted April 28, 2015, authorized the Town to enter into a certain License Agreement dated April 1, 2015 (the "Agreement") providing, among other things, that NRM would manage and operate the Town's public ice rink located in Newbridge Road Park ("Ice Rink") for an initial term of ten (10) years with the possibility of two (2) five (5) year extensions; and

WHEREAS, pursuant to its written proposal dated August 3, 2021, ("the NRM proposal"), NRM has represented to the Town that as a result of the ongoing COVID-19 Public Health Emergency, its business operations at the Ice Rink have been significantly adversely impacted as evidenced by: (i) the closure of the Ice Rink operation for four (4) months starting in March of 2020' (ii) subsequent reopening with reduced programs and capacity for another two (2) months; (iii) the recommencement of most Ice Rink programs in October 2020 but with a reduced capacity rate of 50%; and (iv) the incurring of higher costs in cleaning supplies and staffing in compliance with New York State mandates; and

WHEREAS, despite the aforementioned adverse financial circumstances suffered by NRM, NRM continued to make all contractually required License Fee and utility payments to the Town in full and on time through the utilization of funds drawn from PPP programs as well as SBA and personal loans; and

WHEREAS, NRM has requested the Town to take into account its strained financial circumstances, its consistent timely payment history, as well as its long-standing successful track record as the operator of the Ice Rink, and grant the two (2) five (5) year extensions contemplated under the License Agreement which would enable NRM to formulate a business plan to service its increased debt load related to the operation of the Ice Rink during the COVID-19 Public Health Emergency; and

WHEREAS as an inducement to the Town to grant said extension under the License Agreement is committed to making over \$275,000.00 in new Capital Improvements at the Ice Rink, all as more particularly set forth in the NRM Proposal; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has determined that the additional improvements set forth in the NRM Proposal will further enhance the overall ice rink experience for the individual skaters, youth hockey teams and other organizations which utilize the Newbridge Road Park Ice Rink and recommends to this Town Board that it accept the NRM Proposal and authorize the execution of the related Amendment to the Agreement that incorporates the changes set forth in the NRM Proposal including the extension of the Agreement (copies of the NRM Proposal and Amendment are annexed hereto); and

WHEREAS, this Town Board deems it to be in the Public Interest to enter into the Amendment to the Agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and hereby is authorized to execute the Amendment to the Agreement which provides for additional capital improvements to be made by NRM at the Newbridge Road Park Ice Rink as well as the extension of the Agreement up through and including March 31, 2035.

The foregoing resolution was adopted upon roll call as follows:

APPROVED

AYES: ()

NOES: ()



Frank Zangola

Commissioner
Dept.-Parks & Recreation

Date 2/16/22

Item # 25

29562

AMENDMENT TO LICENSE AGREEMENT

This Amendment, made as of the _____ day of _____, 2022, by and between the Town of Hempstead (the "Town") a municipal corporation of the State of New York, located in the County of Nassau, acting by and through the Commissioner (the "Commissioner") of the Town's Department of Parks & Recreation (the "Department") having its principal office at 200 North Franklin Street, Hempstead, NY 11550 and National Rink Management Corp., an independent contractor, with its usual place of business at 2600 Newbridge Road, Bellmore, NY 11710 ("NRM").

WHEREAS, the Town Board, pursuant to Resolution No. 537-2015, duly adopted April 28, 2015, authorized the Town to enter into a certain License Agreement dated April 1, 2015 (the "Agreement") providing, among other things, that NRM would be granted permission to manage and operate the Town's public ice rink located in Newbridge Road Park ("Ice Rink") for an initial term of ten (10) years with the possibility of two (2) five (5) year extensions; and

WHEREAS, NRM has represented to the Town that as a result of the ongoing COVID-19 Public Health Emergency, its business operations at the Ice Rink have been significantly adversely impacted as evidenced by: (i) the closure of the Ice Rink operation for four (4) months starting in March of 2020; (ii) a subsequent reopening with reduced programs and capacity for another two (2) months; (iii) the recommencement of most Ice Rink programs in October 2020 but with a reduced capacity rate of 50%; and (iv) the incurring of higher costs in cleaning supplies and staffing in compliance with New York Covid-19 State mandates; and

WHEREAS, despite the aforementioned adverse financial circumstances suffered by NRM, NRM continued to make all contractually required License Fee and utility payments to the Town in full and on time through the utilization of funds drawn from PPP programs as well as SBA and personal loans; and

WHEREAS, NRM has requested the Town to take into account its strained financial circumstances and grant the two (2) five (5) year extensions contemplated under the License Agreement which would enable NRM to formulate a business plan to service its increased debt load; and

WHEREAS, as an inducement to the Town to grant said extension (under the License Agreement), NRM is committed to making over \$275,000.00 in new Capital Improvements at the Ice Rink, all as more particularly set forth in its proposal letter to the Town dated August 3, 2021 (the "NRM Proposal"), a copy of which is annexed hereto and incorporated herein; and

National Rink Management Corp.

August 3, 2021
Frank Zangla
Comissioner
Town of Hempstead
Department of Parks
And Recreation
200 North Franklin Street
Hempstead, NY 11550-1390

Dear Commissioner Zangla:

As you are aware, Covid-19 has greatly impacted the business community and the public. In March of 2020 we were forced to close for a period of four months; subsequently permitted to reopen with reduced programs and capacity for another two months. Finally, in October of 2020 we were allowed to resume most programs at a reduced capacity rate of 50%. We incurred higher costs in cleaning supplies and staffing in order to comply all the State mandates, while operating under significantly reduced revenue. The State simultaneously increased the minimum wage rate and unemployment experience rating across the board. One year later, we are still restricted from operating certain revenue producing programs (i.e. birthday parties at full capacity).

Despite these adverse circumstances, National Rink continued to pay all our required rent and utility bills to the Town in full and on time. We did this through the utilization of the PPP programs SBA and personal loans.

We are requesting relief from the town in the form of extending our current lease which currently has a ten-year term with a five and five renewal to a straight twenty year lease. Granting us this extension now will allow us to formulate a business plan to service our incurred debt and to incorporate significant additional capital improvements to the facility and equipment. In leu of a rent rate change we propose the following capital improvement plan:

Purchase of a new state of the art Lithium-Ion battery Zamboni at a cost of approximately \$180,000.00

Erect a 15 x 25-foot Butler style building opposite the Zamboni entrance to the rink this will eliminate the sharp turns current needed to be made since the current garage does not line up and put huge stress on the front end of the machine and tremendous torque on the drive train. Cost approximately \$18,000.00 includes a concrete foundation to insure a flat surface

Install new concrete pad for new building \$6500.00

Install a new over head garage door with automatic opener \$5700.00

Electric supply for charger unit and lights and utility outlets for the building approximate cost \$6000.00

Install gas heater and hot and cold water for the Zamboni approximate cost \$7,000.00

2600 Newbridge Road Bellmore, NY 11710
Phone 516-783-6181 Fax 516-783-6186
www.newbridgearena.com

National Rink Management Corp.

The life of a new Zamboni maintained and properly serviced is thirty plus years. The new building will enhance the operation and value of the facility for a lifetime.

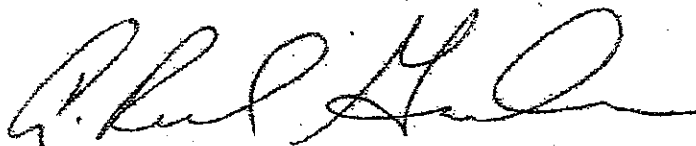
Lastly with this extension we will replace the roof on the mechanical building instead of repairing it when needed. Approximate cost 35,000.00 (20 year warranty)_

Total cost of improvements \$ 276,700.00

All these improvements will enhance the current operation of the facility and reach for into the next contract in 2035.

Please feel free to contact me at any time to review this request at any time.

Respectfully Submitted,



C. Richard Gardner
President

2600 Newbridge Road Bellmore, NY 11710
Phone 516-783-6181 Fax 516-783-6186
www.newbridgearena.com

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption as follows:

RESOLUTION ACCEPTING A LICENSE AGREEMENT WITH AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (ASCAP) TO COMPLY WITH THE COPYRIGHT LAWS COVERING ALL DEPARTMENTS IN THE TOWN OF HEMPSTEAD FOR PLAYING MUSIC TO THE PUBLIC FOR A PERIOD OF ONE YEAR, FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2022.

WHEREAS, American Society of Composers, Authors and Publishers (ASCAP), P.O. Box 331608-7515, Nashville, TN 37203, has submitted a License Agreement to comply with the Federal Copyright Laws and an accompanying invoice in the amount of Six Thousand Nine Hundred and Twenty Five Dollars (\$6,925.00) for the calendar year 2022; said License Agreement is on file in the Office of the Town Clerk in the Town of Hempstead; and

WHEREAS, the said License Agreement with ASCAP is found to be in the public interest and the rate of the aforesaid License Agreement for calendar year 2022 is deemed to be fair and responsible; and,

NOW, THEREFORE, BE IT

RESOLVED, that the proposed License Agreement with ASCAP covering all departments in the Town of Hempstead for calendar year 2022 be accepted; and BE IT FURTHER

RESOLVED, that the Town Comptroller be and is hereby authorized to make payment to ASCAP in the amount of Six Thousand Nine Hundred and Twenty Five Dollars (\$6,925.00) for the calendar year 2022 from the General Fund Undistributed Fees & Services Account Number 010-0012-90000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

26

Case #

27265

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution
and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE EXTENTION OF A
CONTRACT WITH C.B.S.SYSTEMS, INC. FOR SYSTEM SUPPORT
SERVICES FOR THE DEPARTMENT OF INFORMATION AND
TECHNOLOGY

WHEREAS, by way of resolution 721-1998 the Commissioner of Information and Technology ("Commissioner") entered into a contract with C.B.S. Systems ("vendor") for Computer Support Services; and

WHEREAS, The Commissioner and the vendor mutually agree to continue the contract for system support services utilized in the Department of Information and Technology.

WHEREAS, this contract offers an option for an extended period of one year;
and

WHEREAS, the Commissioner deems it in the best interest of the Town of Hempstead to continue the contract with C.B.S. Systems for a period of one year with the option to renew for an additional year in three month increments.

NOW, THEREFORE, BE IT

RESOLVED, that the contract with C.B. S. Systems, Inc., 13 Titus Avenue, Carle Place NY 11514, be extended for a period of one year with the option to renew for an additional year in three month increments beginning January 1, 2022; and

BE IT

FURTHER RESOLVED, that the cost of consulting services shall not exceed \$56,000 (fifty six thousand dollars) per year, to be paid from Information and Technology account 010-001-1680-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

27

Case #

14301

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND AFFIRMING THE EXECUTION OF A SOFTWARE LICENSE AGREEMENT WITH GOLF COMPETE, INC.

WHEREAS, Golf Compete Inc., a Delaware corporation doing business as “foreUP”, with offices at 1064 N. County Blvd, Pleasant Grove , UT 84062, is a nationally recognized golf software provider that licenses state of the art golf online reservation, point of sale and tee sheet software as well as furnishing periodic software updates and 24/7 customer support; and

WHEREAS, “foreUP” has entered into software license agreements with over 1,600 U.S. based clients, including a large number of municipal golf courses and prestigious golf courses and received glowing testimonials regarding its golf system software, including from Bethpage State Park and Torrey Pines; and

WHEREAS, the Department of Parks and Recreation (“Department”) has determined that it needs to modernize and upgrade its existing golf course software in order to better serve the golfing public that utilizes the Town’s Lido and Merrick Golf Courses; and

WHEREAS, pursuant to a two year term “foreUP” software License Agreement (“the Agreement”), “foreUP” will install its proprietary golf software at both of the Town’s Lido and Merrick Golf Course facilities for one time set up fee of \$450.00 per course; and

WHEREAS, under the Agreement, “foreUP” is entitled to additional remuneration from the Town consisting of the right to collect a once-daily greens fee (per course) at a maximum rate not exceed a 30% discount of the applicable greens fee otherwise charged by the Town up to a maximum of 4 players; and

WHEREAS, the Commissioner of the Department of Parks and Recreation (“Commissioner”) previously executed the Agreement in order to lock in favorable pricing beneficial to the Town; and

WHEREAS, the Commissioner believes that the golf course management software offered by “foreUP”, including a superior online golf reservation booking system, will significantly enhance the overall golf experience for golfers desiring to play at Merrick and Lido Golf Courses and accordingly recommends to this Town Board that it ratify and affirm the aforementioned Agreement, including his prior execution thereof; and

WHEREAS, this Town Board finds that ratification and affirmation of the Agreement with “foreUP” will further the Town’s interest of better serving the golfing public’s use of the Town’s Merrick and Lido Golf Courses.

NOW, THEREFORE, BE IT

RESOLVED, that the aforementioned software license Agreement with “foreUP”, be and hereby is ratified and affirmed, including without limitation the Commissioner’s prior execution thereof.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

APPROVED

F. Zangheri
Commissioner
Dept. Parks & Recreation
Date 2/23/22

Item # 28

Case # 30637

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MEROKEE DAY SCHOOL & CAMP

WHEREAS, Merokee Day School & Camp ("MDSC") with offices located at 2655 Clubhouse Road Merrick , NY 11566 has requested that the Town grant it permission to use the Town's Merrick Golf Course Clubhouse as an evacuation assembly location in the event of an emergency requiring the evacuation of MDSC's nearby facility; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has no objection to MDSC's potential temporary future use of the Merrick Golf Course Clubhouse facility in the event of such an emergency and respectfully requests authorization to execute an Agreement with MDSC for that limited purpose; and

WHEREAS, this Town Board finds that it is in the public's best interest to grant permission to MDSC to temporarily utilize the Town's Merrick Golf Course Clubhouse in the event of an emergency requiring the evacuation of MDSC's nearby facility.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and hereby is authorized to execute an Agreement with Merokee Day School & Camp for the limited purpose of permitting it to temporarily utilize the Merrick Golf Course Clubhouse as an evacuation assembly location in the event of an emergency requiring the evacuation of its nearby facility.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 29

Case # 10729

CASE NO. RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AMENDMENT TO THE 2021 ADOPTED BUDGET TO DECREASE IN THE GENERAL FUND THE UN-APPROPRIATED FUND BALANCE ACCOUNT, AN INCREASE IN GENERAL FUND APPROPRIATED FUND BALANCE ACCOUNT, INCREASE IN THE GENERAL FUND APPROPRIATIONS ACCOUNT, AND THE CREATION IN THE GENERAL FUND UNDISTRIBUTED ORGANIZATION EXPENSE ACCOUNT TITLED TRANSFER-FEDERAL PROGRAMS

RESOLVED, the following amendments are authorized and approved:

010-012-9000 – GENERAL FUND UNDISTRIBUTED

DECREASE:	9090 Un-appropriated Fund Balance	\$325,000.00
INCREASE:	5990 Appropriated Fund Balance	\$325,000.00
INCREASE:	9600 Appropriations	\$325,000.00
CREATION:	9956 Transfer-Federal Programs	\$325,000.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 31
Case # 1147

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION REJECTING ALL BIDS FOR TREATMENT IMPROVEMENTS FOR THE REMOVAL OF 1,4 DIOXANE AND VOCs, UNIONDALE WELLS 5 AND 6 IN THE UNIONDALE WATER DISTRICT – GENERAL CONSTRUCTION PW# 1-22

WHEREAS, the Commissioner of General Services advertised for bids for construction related to the general construction for treatment improvements for the removal of 1,4 Dioxane and VOCs at wells 5 and 6 in the Uniondale Water District, Town of Hempstead, Nassau County, New York, and the bids submitted thereon were opened and read on February 3, 2022, and

WHEREAS, the Commissioner of Water recommends it is in the public interest to reject all of said bids;

NOW, THEREFORE, BE IT

RESOLVED, that all of the bids submitted, opened and read for general construction for treatment improvements for the removal of 1,4 Dioxane and VOCs at wells 5 and 6 in the Uniondale Water District, Town of Hempstead, Nassau County, New York PW#1-22 be and the same hereby are rejected.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 32
Case # 9455

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION REJECTING ALL BIDS FOR TREATMENT IMPROVEMENTS FOR THE REMOVAL OF 1,4 DIOXANE AND VOCs, UNIONDALE WELLS 5 AND 6 IN THE UNIONDALE WATER DISTRICT – ELECTRICAL CONSTRUCTION PW# 2-22

WHEREAS, the Commissioner of General Services advertised for bids for construction related to the electrical construction for treatment improvements for the removal of 1,4 Dioxane and VOCs at wells 5 and 6 in the Uniondale Water District, Town of Hempstead, Nassau County, New York, and the bids submitted thereon were opened and read on February 3, 2022, and

WHEREAS, the Commissioner of Water recommends it is in the public interest to reject all of said bids;

NOW, THEREFORE, BE IT

RESOLVED, that all of the bids submitted, opened and read for electrical construction for treatment improvements for the removal of 1,4 Dioxane and VOCs at wells 5 and 6 in the Uniondale Water District, Town of Hempstead, Nassau County, New York PW# 2-22 be and the same hereby are rejected.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

33

Case #

9955

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION REJECTING ALL BIDS FOR TREATMENT IMPROVEMENTS FOR THE REMOVAL OF 1,4 DIOXANE AND VOCs, UNIONDALE WELLS 5 AND 6 IN THE UNIONDALE WATER DISTRICT – PLUMBING CONSTRUCTION PW# 3-22

WHEREAS, the Commissioner of General Services advertised for bids for construction related to the plumbing construction for treatment improvements for the removal of 1,4 Dioxane and VOCs at wells 5 and 6 in the Uniondale Water District, Town of Hempstead, Nassau County, New York, and the bids submitted thereon were opened and read on February 3, 2022, and

WHEREAS, the Commissioner of Water recommends it is in the public interest to reject all of said bids;

NOW, THEREFORE, BE IT

RESOLVED, that all of the bids submitted, opened and read for plumbing construction for treatment improvements for the removal of 1,4 Dioxane and VOCs at wells 5 and 6 in the Uniondale Water District, Town of Hempstead, Nassau County, New York PW#3-22 be and the same hereby are rejected.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 34
Case # 9455

Case No.

Resolution No.

Adopted:

Council(wo)man
adoption:

offered the following resolution and moved its

**RESOLUTION AUTHORIZING THE TOWN
OF HEMPSTEAD'S INTERVENTION INTO
NEW YORK SUPREME COURT, NASSAU
COUNTY INDEX ## 403754/2016, 403760/2016,
403222/2017, 403227/2017, 402338/2018,
402348/2018, 403044/2019, 403046/2019,
401265/2020, & 401267/2020.**

WHEREAS, the Town Board retained Steven Cohn, Esq., 1 Old County Road, Suite 420, Carle Place, NY 11514 ("Cohn"), under TBR 136-2020, as legal counsel to the Town regarding the proposed tax certiorari settlement agreement between LIPA and Nassau County for the E.F. Barrett facility in Island Park; and

WHEREAS, Cohn recommends the Town intervene into New York Supreme Court, Nassau County Index ## 403754/2016, 403760/2016, 403222/2017, 403227/2017, 402338/2018, 402348/2018, 403044/2019, 403046/2019, 401265/2020, & 401267/2020;

NOW, THEREFORE, BE IT

RESOLVED, the Town of Hempstead's intervention into New York Supreme Court, Nassau County Index ## 403754/2016, 403760/2016, 403222/2017, 403227/2017, 402338/2018, 402348/2018, 403044/2019, 403046/2019, 401265/2020, & 401267/2020 is authorized ; and be it further

RESOLVED, the Town Attorney is authorized to use Cohn as legal counsel for the intervention and litigation of New York Supreme Court, Nassau County Index ## 403754/2016, 403760/2016, 403222/2017, 403227/2017, 402338/2018, 402348/2018, 403044/2019, 403046/2019, 401265/2020, & 401267/2020, and said services shall be paid from Account Code 010-0001-14200-4158.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 35

Case # 27490

CASE NO. 30631

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. 11-2022, 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 March 22, 2022 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. 11-2022, 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 #

36

Case #

30631

south for a distance of 140 feet.
(Adopted 1/11/21)

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

Dated: March 1, 2022
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 one of two thousand twenty two is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

EAST ATLANTIC BEACH
Section 202-9

OSWEGO AVENUE (TH 527/21) West Side – NO PARKING JUNE 15th TO SEPTEMBER 10th – starting at a point 20 feet south of the south curbline of Beech Street south for a distance of 166 feet.

OCEANSIDE
Section 202-13

OSWALD COURT (TH 604/21) North Side – NO PARKING MSSN PHYSICIANS ONLY PLACARD REQUIRED EXCEPT SCHOOL DAYS MONDAY THROUGH FRIDAY 8AM – 9 AM & 2:30 PM – 3:30 PM – starting at a point 30 feet west of the west curbline of Washington Avenue west for a distance of 55 feet.

OSWALD COURT (TH 604/21) North Side – NO PARKING MSSN PHYSICIANS ONLY PLACARD REQUIRED EXCEPT SCHOOL DAYS MONDAY THROUGH FRIDAY 8 AM – 9 AM & 2:30 PM – 3:30 PM – starting at a point 63 feet east of the east curbline of Oceanside Road east to a point 28 feet west of the west curbline of One Healthy Way.

OSWALD COURT (TH 604/21) North Side – NO PARKING MSSN PHYSICIANS ONLY PLACARD REQUIRED EXCEPT SCHOOL DAYS MONDAY THROUGH FRIDAY 8 AM TO 9AM & 2:30 PM– 3:30 PM – starting at a point 75 feet east of the east curbline of One Healthy Way east to a point 145 feet west of the west curbline of Washington 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 one of two thousand twenty two is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

EAST ATLANTIC BEACH
Section 202-9

OSWEGO AVENUE (TH 527/21) West Side – NO PARKING JUNE 15th TO SEPTEMBER 10th – starting at a point 40 feet south of the south curbline of Beech Street then south for a distance of 140 feet. (Adopted 1/11/21)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30632

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. 12-2022, 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 March 22, 2022, 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. 12-2022, 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 #

37

Case #

30632

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 22nd day of March, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE and REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

EAST ATLANTIC BEACH OSWEGO AVENUE (TH 527/21) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Beech Street south for a distance of 20 feet.

OCEANSIDE FOXHURST ROAD (TH 22/22) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Yorktown Street west for a distance of 35 feet.

FOXHURST ROAD (TH 22/22) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Yorktown Street east for a distance of 60 feet.

OSWALD COURT (TH 604/21) North Side - NO STOPPING ANYTIME - starting at a point 85 feet west of the west curbline of Washington Avenue west for a distance of 60 feet.

YORKTOWN STREET (TH 22/22) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Foxhurst Road north for a distance of 30 feet.

YORKTOWN STREET (TH 22/22) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Foxhurst Road north for a distance of 30 feet.

WESTBURY PALM LANE (TH 29/22) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Mead Lane north for a distance of 20 feet.

PALM LANE (29/22) East Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of Mead Lane south for a distance of 20 feet.

SALISBURY PARK DRIVE (TH 29/22) North Side - NO STOPPING HERE TO CORNER - starting at the west curblineline of Palm Lane west for a distance of 20 feet.

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

EAST ATLANTIC BEACH OSWEGO AVENUE (TH 527/21) West Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of Beech Street south for a distance of 40 feet. (Adopted 1/11/22)

OCEANSIDE OSWALD COURT (TH 471/11) North Side - NO STOPPING ANYTIME - starting at a point 90 feet west of the west curblineline of Washington Avenue west for a distance of 30 feet. (Adopted 1/10/12)

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

Dated: March 1, 2022
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 two of two thousand twenty two is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

- | | |
|---------------------|---|
| EAST ATLANTIC BEACH | OSWEGO AVENUE (TH 527/21) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Beech Street south for a distance of 20 feet. |
| OCEANSIDE | <p>FOXHURST ROAD (TH 22/22) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Yorktown Street west for a distance of 35 feet.</p> <p>FOXHURST ROAD (TH 22/22) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Yorktown Street east for a distance of 60 feet.</p> <p>OSWALD COURT (TH 604/21) North Side – NO STOPPING ANYTIME – starting at a point 85 feet west of the west curbline of Washington Avenue west for a distance of 60 feet.</p> <p>YORKTOWN STREET (TH 22/22) West Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Foxhurst Road north for a distance of 30 feet.</p> <p>YORKTOWN STREET (TH 22/22) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Foxhurst Road north for a distance of 30 feet.</p> |
| WESTBURY | <p>PALM LANE (TH 29/22) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Mead Lane north for a distance of 20 feet.</p> <p>PALM LANE (29/22) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Mead Lane south for a distance of 20 feet.</p> <p>SALISBURY PARK DRIVE (TH 29/22) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Palm Lane west for a distance of 20 feet.</p> |

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 two of two thousand twenty two is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

- | | |
|---------------------|--|
| EAST ATLANTIC BEACH | OSWEGO AVENUE (TH 527/21) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Beech Street south for a distance of 40 feet. (Adopted 1/11/22) |
| OCEANSIDE | OSWALD COURT (TH 471/11) North Side – NO STOPPING ANYTIME – starting at a point 90 feet west of the west curbline of Washington Avenue west for a distance of 30 feet. (Adopted 1/10/12) |

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30633

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. 13-2022, 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 March 22, 2022, 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. 13-2022, 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 #

38

Case #

30633

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 22nd day of March, 2022, 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:

MERRICK	WYNSUM AVENUE (TH 32/22) STOP - all traffic traveling eastbound on Manfield Avenue shall come to a full stop.
NORTH BELLMORE	LOCUST AVENUE (TH 36/22) STOP - all traffic traveling northbound on the eastern portion of Melissa Lane shall come to a full stop.

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

Dated: March 1, 2022
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 three of two thousand twenty two is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

MERRICK WYNSUM AVENUE (TH 32/22) STOP – all traffic traveling eastbound on Manfield Avenue shall come to a full stop.

NORTH BELLMORE LOCUST AVENUE (TH 36/22) STOP – all traffic traveling northbound on the eastern portion of Melissa Lane shall come to a full stop.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 30634

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-13 OF THE CODE OF THE TOWN OF HEMPSTEAD TO REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 14-2022, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on March 22, 2022 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. 14-2022, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

39

Case #

30634

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 22nd day of March, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

OCEANSIDE OSWALD COURT (TH 46/00) North Side - NO STOPPING ANYTIME EXCEPT SCHOOL DAYS FROM 8:00 A.M. TO 9:00 A.M. AND 2:30 P.M. TO 3:30 P.M. - starting at a point 56 feet east of the east curblineline of Oceanside Road east to a point 30 feet west of the west curblineline of One Healthy Way.
(Adopted 1/23/01)

OSWALD COURT (TH 46/00) South Side - NO STOPPING ANYTIME EXCEPT SCHOOL DAYS FROM 8:00 A.M. TO 9:00 A.M. AND 2:30 P.M. TO 3:30 P.M. - starting at a point 56 feet east of the east curblineline of Oceanside Road east to a point 30 feet west of the west curblineline of Hospital Driveway.
(Adopted 1/23/01)

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

Dated: March 1, 2022
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 thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

Section 1. Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number fifty one of two thousand twenty one is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

OCEANSIDE

OSWALD COURT (TH 46/00) North Side – NO STOPPING ANYTIME EXCEPT SCHOOL DAYS FROM 8:00 A.M. TO 9:00 A.M. AND 2:30 P.M. TO 3:30 P.M. – starting at a point 56 feet east of the east curblineline of Oceanside Road east to a point 30 feet west of the west curblineline of One Healthy Way. (Adopted 1/23/01)

OSWALD COURT (TH 46/00) South Side – NO STOPPING ANYTIME EXCEPT SCHOOL DAYS FROM 8:00 A.M. TO 9:00 A.M. AND 2:30 P.M. TO 3:30 P.M. – starting at a point 56 feet east of the east curblineline of Oceanside Road east to a point 30 feet west of the west curblineline of Hospital Driveway. (Adopted 1/23/01)

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. 15-2022, 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 March 22, 2022, 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. 15-2022, 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 #

410

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 22nd day of March 2022, 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:

OCEANSIDE FOXHURST ROAD - NO STOPPING BUS STOP -
North Side - from the east curbline of
Yorktown Street east for a distance of
60 feet. (Adopted 10/25/66)

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

Dated: March 1, 2022
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 seventy five of two thousand twenty one is hereby amended by repealing therein "BUS STOPS" at the following locations:

OCEANSIDE	FOXHURST ROAD – North Side – NO STOPPING BUS STOP – from the east curblineline of Yorktown Street east for a distance of 60 feet. (Adopted 10/25/66)
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Section 2. This local law shall take effect immediately upon filing with the secretary of state.

Adopted:

Council _____ offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER TWO HUNDRED TWO OF THE CODE OF THE TOWN OF HEMPSTEAD, BY THE INSERTION OF A LOCATION INTO SECTION 202-48, SUBDIVISION "C", IN RELATION TO "HANDICAPPED DROP-OFF AND PICK-UP ONLY".

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law to amend Chapter 202 of the Code of the Town of Hempstead by the insertion of a location into Section 202-48, subdivision "C", in relation to "Handicapped Drop-Off and Pick-Up Only"; and

WHEREAS, Council _____ has introduced a local law known as Intro. No. 16-2022, Print No. 1, as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on the 22nd day of March, 2022, at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. 16-2022, Print No. 1, to amend Chapter 202 of the Code of the Town of Hempstead by the insertion of a location into Section 202-48, subdivision "C" in relation to "Handicapped Drop-Off and Pick-Up Only" in Franklin Square; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the bulletin board maintained by them for that purpose in the Town Hall once, pursuant to Section 4-1 of Chapter 4 of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the date of said hearing.

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

AYES:

NOES:

Item # 41

Case # 28073

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 22nd day of March, 2022, 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 by the insertion of a location into Section 202-48, subdivision "C", in relation to "Handicapped Pick-Up and Drop-Off Only" as follows:

"C" - "Handicapped Pick-Up and Drop-Off Only"

FRANKLIN SQUARE

COURT HOUSE ROAD - east side, starting at a point 40 feet north of the north curblineline of Washington Street, north for a distance of 50 feet.
(TH-15/22)

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where same may be inspected during office hours.

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

Dated: March 1, 2022
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 two of the code of the town of Hempstead by the insertion of a location into section two hundred two dash forty-eight, subdivision "C", in relation to a "Handicapped Drop-Off and Pick-Up Only".

Introduced by:

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

Section 1. Section two hundred two dash forty-eight of the code of the town of Hempstead as constituted by local law number eighty-four of two thousand, five, hereby is amended by the addition of a location into subdivision "C" thereof, to read as follows:

"C" - Handicapped Drop-Off and Pick-Up Only

FRANKLIN SQUARE

COURT HOUSE ROAD, east side, starting at a point 40 feet north of the north curblineline of Washington Street, north for a distance of 50 feet.

(TH-15/22)

§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 22nd day of March, 2022, 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:

ELMONT

BELMONT BOULEVARD - west side, starting at a point 260 feet north of the north curblineline of Estelle Avenue, north for a distance of 20 feet.
(TH-38/22)

LITCHFIELD AVENUE - east side, starting at a point 177 feet south of the south curblineline of Russell Street, south for a distance of 20 feet.
(TH-42/22)

FRANKLIN SQUARE

BARRYMORE BOULEVARD - west side, starting at a point 197 feet south of the south curblineline of Tulip Avenue, south for a distance of 20 feet.
(TH-41/22)

Item # 42

Case # 21527

COURTHOUSE ROAD - east side, starting at a point 90 feet north of the north curbline of Washington Street, north for a distance of 20 feet.
(TH-15/22)

OCEANSIDE

LAWRENCE AVENUE - east side, starting at a point 30 feet north of the north curbline of Montgomery Avenue, north for a distance of 20 feet.
(TH-33/22)

UNIONDALE

MANOR PARKWAY - west side, starting at a point 50 feet north of the north curbline of Merillon Street, north for a distance of 20 feet.
(TH-46/22)

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

ELMONT

NEWS AVENUE - south side, starting at a point 144 feet east of the east curbline of Oakley Avenue, east for a distance of 20 feet.
(TH-125/16 - 6/21/16) (TH-31/22)

; 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 22nd day of March 2022, 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

BELMONT BOULEVARD - west side, starting at a point 260 feet north of the north curblineline of Estelle Avenue, north for a distance of 20 feet.
(TH-38/22)

LITCHFIELD AVENUE - east side, starting at a point 177 feet south of the south curblineline of Russell Street, south for a distance of 20 feet.
(TH-42/22)

FRANKLIN SQUARE

BARRYMORE BOULEVARD - west side, starting at a point 197 feet south of the south curblineline of Tulip Avenue, south for a distance of 20 feet.
(TH-41/22)

COURTHOUSE ROAD - east side, starting at a point 90 feet north of the north curblineline of Washington Street, north for a distance of 20 feet.
(TH-15/22)

OCEANSIDE

LAWRENCE AVENUE - east side, starting at a point 30 feet north of the north curblineline of Montgomery Avenue, north for a distance of 20 feet.
(TH-33/22)

UNIONDALE

MANOR PARKWAY - west side, starting
at a point 50 feet north of the north
curbline of Merillon Street, north for
a distance of 20 feet.
(TH-46/22)

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

ELMONT

NEWS AVENUE - south side, starting at
a point 144 feet east of the east
curbline of Oakley Avenue, east for a
distance of 20 feet.
(TH-125/16 - 6/21/16) (TH-31/22)

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

Dated: March 1, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING A PUBLIC HEARING ON THE APPLICATION OF GURSANJ AUTO REPAIR, LLC FOR A SPECIAL EXCEPTION (PUBLIC GARAGE) BALDWIN, NEW YORK.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing be held March 22, 2022 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 GURSANJ AUTO REPAIR, LLC for Special Exception (Public Garage) for automotive body repairs located in Baldwin, New York:, 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 #

43

Case #

30462

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 March 22, 2022 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of GURSANJ AUTO REPAIR, LLC for Special Exception (Public Garage) for automotive body repairs located in Baldwin, New York:

A rectangular piece of property with a frontage of 100.51' on the w/si of Grand Ave. and located 301.52' south of the intersection of Grand Ave. and William St. situated in Baldwin, Town of Hempstead, County of Nassau, New York.

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

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

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

DONALD X. CLAVIN JR.
Supervisor

KATE MURRAY
Town Clerk

Dated: March 1, 2022
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PATRICIA FRANK AS
COMMUNITY RESEARCH ASSISTANT, IN THE
DEPARTMENT OF PLANNING AND
ECONOMIC DEVELOPMENT.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Patricia Frank has resigned her position as Placement
Representative I, in the Department of Occupational Resources, NOW, BE IT

RESOLVED, that Patricia Frank be and hereby is appointed
Community Research Assistant, Non Competitive, Ungraded, with no change in salary, in the
Department of Planning and Economic Development, by the Commissioner of the Department of
Planning and Economic Development and ratified by the Town Board of the Town of Hempstead
effective February 28, 2022 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. 281/31-2022, DENNIS DUNNE, JR., IN THE
DEPARTMENT OF BUILDINGS.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 281/31-2022 states an incorrect promotion
title, NOW, THEREFORE, BE IT

RESOLVED, that the resolution should be amended to read "RE:
PROMOTION FOR DENNIS DUNNE JR., BUILDING PLAN EXAMINER III, IN THE DEPARTMENT
OF BUILDINGS".

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION
NO. 281/22-2022, MATTHEW HIRSCH, IN THE
DEPARTMENT OF PLANNING AN ECONOMIC
DEVELOPMENT.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 281/22-2022 states an incorrect Salary,
NOW, THEREFORE, BE IT

RESOLVED, that the resolution should be amended to read "\$110,000".

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION
NO. 281/46-2022, MICHAEL MORIARTY, IN THE
DEPARTMENT OF BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 281/46-2022 states an incorrect spelling of
his last name, NOW, THEREFORE, BE IT

RESOLVED, that the resolution should be amended to read "Moriarty".

AYES:

NOES:

3/1/2022

In addition there are (6) Six Resolutions for various types of Leaves of Absence.