

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 24th day of May, 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 to INCLUDE and REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

OCEANSIDE
Section 202-13

NASSAU PARKWAY (TH 136/22) South Side -
NO PARKING 7 AM TO 1 AM ON MONDAY -
SUNDAY EXCEPT WITH PERMIT - starting at
a point 40 feet west of the west
curbline of Washington Avenue then west
for a distance of 56 feet.

NASSAU PARKWAY (TH 136/22) South Side -
15 MINUTE PARKING 6 AM TO 9 AM -
starting at a point 28 feet east of the
east curbline of Southard Avenue then
east for a distance of 110 feet.

WOODMERE
Section 202-17

STUART DRIVE (TH 157/22) West Side - NO
PARKING 9 PM - 9 AM BETWEEN SIGNS -
starting at a point 43 feet north of
the north curbline of Peninsula
Boulevard north for a distance of
70 feet.

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

OCEANSIDE
Section 202-13

NASSAU PARKWAY (TH 299/14) South Side -
15 MINUTE PARKING 9 AM - 3 PM EXCEPT
SUNDAYS & HOLIDAYS - starting at a
point 20 feet east of the east curbline
of Southard Avenue, east to the west
curbline of Washington Avenue.
(Adopted 9/2/14)

NASSAU PARKWAY (TH 600/14) South Side -
15 MINUTE PARKING MONDAY - FRIDAY -
from the west curbline of Washington
Ave., west for a distance of
70 feet. (Adopted 1/13/15)

Item #

Case #

1

30685

NASSAU PARKWAY (TH 600/14) South Side -
15 MINUTE PARKING 6 AM - 9 AM -
starting at a point 70 feet west of the
west curbline of Washington Ave., west
for a distance of 134 feet. (Adopted
1/13/15)

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

Dated: May 10, 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 24th day of May, 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:

ELMONT KEEGAN STREET (TH 530/21) East Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Dutch Broadway
north for a distance of 30 feet.

FRANKLIN SQUARE ADONIA STREET (TH 163/22) North Side -
NO STOPPING HERE TO CORNER - from the
west curbline of Dogwood Avenue west
for a distance of 35 feet.

ADONIA STREET (TH 163/22) South Side -
NO STOPPING HERE TO CORNER - from the
west curbline of Dogwood Avenue west
for a distance of 25 feet.

DOGWOOD AVENUE (TH 163/22) West Side -
NO STOPPING HERE TO CORNER - from the
north curbline of Adonia Street north
for a distance of 40 feet.

INWOOD BAYSWATER BOULEVARD (TH 155/22) North
Side - NO STOPPING HERE TO CORNER -
starting at the east curbline of Peppe
Drive east for a distance of 30 feet.

BAYSWATER BOULEVARD (TH 155/22) North
Side - NO STOPPING HERE TO CORNER -
starting at the west curbline of Peppe
Drive west for a distance of 30 feet.

PEPPE DRIVE (TH 155/22) West Side - NO
STOPPING HERE TO CORNER - starting at
the north curbline of Bayswater
Boulevard north for a distance of
40 feet.

Item # 2

Case # 30686

PEPPE DRIVE (TH 155/22) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Bayswater Boulevard north for a distance of 30 feet.

(NR) ISLAND PARK

AUDUBON BOULEVARD (TH 170/22) South Side - NO STOPPING ANYTIME - starting at a point 30 feet east of the east curbline of Austin Boulevard then east for a distance of 55 feet.

OCEANSIDE

LOFTUS AVENUE (TH 108/22) East Side - NO PARKING ANYTIME - starting at a point 242 feet south of the south curbline of Nassau Parkway south for a distance of 100 feet.

NASSAU PARKWAY (TH 136/22) South Side - NO STOPPING HERE TO CORNER - starting from the west curbline of Washington Avenue then west for a distance of 40 feet.

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

FRANKLIN SQUARE

ADONIA STREET - NO STOPPING HERE TO CORNER NORTH AND SOUTH SIDES - starting at the west curb line of Dogwood Avenue, west for a distance of 25 feet. (Adopted 1/30/62)

DOGWOOD AVENUE - NO STOPPING HERE TO CORNER - WEST SIDE - from the north curb line of Adonia Street, north for a distance of 25 feet. (Adopted 1/30/62)

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

Dated: May 10, 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 24th day of May, 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:

ELMONT	BENSON AVENUE (TH 148/22) STOP - all traffic traveling eastbound on Ludlum Place shall come to a full stop.
FRANKLIN SQUARE	DOGWOOD AVENUE (TH 163/22) STOP - all traffic traveling eastbound on Adonia Street shall come to a full stop.
LAKEVIEW	TANGLEWOOD ROAD (TH 159/22) STOP - all traffic traveling westbound on Edgewood Road 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: May 10, 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 # 30687

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 24th day of May, 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 INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

ELMONT KEEGAN STREET (TH 530/21) East Side - NO PARKING 8 AM TO 5 PM SCHOOL DAYS - starting at a point 30 feet north of the north curbline of Dutch Broadway north for a distance of 330 feet.

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

Dated: May 10, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

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30688

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Hall Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 24th day of May, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 192-1 of the Code of the Town of Hempstead by the insertion of two locations into subdivision "Z" thereof, in relation to gross weight restrictions upon commercial vehicles using certain town highways, as follows:

"K" - INWOOD

JEFFERSON STREET - between Doughty Blvd.
and Madison Avenue.
(TH-133/22)

MADISON STREET - between Wanser Avenue
and Jefferson Street.
(TH-133/22)

JAMES STREET - between Mott Avenue
and Jefferson Street
(TH-133/22)

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: May 10, 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 #

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Case #

19829

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 24th day of May, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 190 of the Code of the Town of Hempstead by the insertion of a location into Section 190-4, subdivision "A", in relation to a 20 mph school speed limit, 7 AM to 6 PM, school days, as follows:

"A" - 20 mph school speed limit
7 AM to 6 PM school days

ELMONT, Keegan Street - between Dutch
Broadway and Monaco Avenue.
(TH-540/21)

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: May 10, 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 #

6

Case #

19565

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 24th day of May, 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:

FLORAL PARK

LESOIR AVENUE - west side, starting at a point 107 feet north of the north curblineline of Drew Avenue, north for a distance of 20 feet.
(TH-131/22)

GARDEN CITY SOUTH

GREENWAY EAST - north side, starting at a point 60 feet east of the east curblineline of Nassau Boulevard, east for a distance of 20 feet.
(TH-125/22)

ROOSEVELT

WHITEHOUSE AVENUE - south side, starting at a point 162 feet west of the west curblineline of Charles Street, west for a distance of 20 feet.
(TH-152/22)

EAST PENNYWOOD AVENUE - south side, starting at a point 320 feet east of the east curblineline of Nassau Road, east for a distance of 20 feet.
(174/22)

UNIONDALE

LOCUST AVENUE - east side, starting at a point 155 feet north of the north curblineline of Henry Street, north for a distance of 20 feet.
(TH-158/22)

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21527

WEST HEMPSTEAD

SPRUCE STREET - west side, starting
at a point 182 feet south of the south
curbline of Hempstead Avenue, south
for a distance of 20 feet.
(TH-149/22)

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

Dated: May 10, 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 Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 24th day of May, 2022, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a new section 86-50 of chapter 86 of the Code of the Town of Hempstead entitled "Construction Site Safety Training" relating to construction site safety at major and minor construction sites.

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

May 10, 2022

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

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Item #

8

Case #

14509

Town of Hempstead

A LOCAL LAW ENACTING SECTION 86-50 OF CHAPTER 86 OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "CONSTRUCTION SITE SAFETY TRAINING".

Introduced by: Councilmember Goosby

BE IT ENACTED by the Town Board of the Town of Hempstead as follows:

Section 1.

Section 86-50 of Chapter 86 of the Town Code entitled "Building Construction Administration" is hereby enacted to read as follows:

Chapter 86

Building Construction Administration

§ 86-50 Construction Site Safety Training.

A. Purpose.

The provisions of this section are intended to promote the safety of Minor and Major construction sites within the Town. The provisions of this section are designed to provide that workers employed or otherwise engaged at such construction sites have received adequate safety training; that contractors performing construction work have essential safety training and that contractors performing construction work have essential safety training systems to prevent injuries and protect workers who are injured.

B. Definitions.

Permit Holder: the person to whom a building permit has been issued or for a building permit has been applied.

Person: an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

Contractor: any person contracted or subcontracted to perform work covered by this section for or on behalf of any other person.

Minor Construction Project: a construction site, with an area greater than 35,000 square feet, which involves the construction, demolition or alteration of a structure or building.

Major Construction Project: a construction site, with an area greater than 50,000 square feet, which involves the construction, demolition or alteration of a structure or building.

OSHA: the United States Department of Labor Occupational Safety and Health Administration.

OSHA 30-hour class: a class that includes 30 or more hours in construction industry safety and health that is intended for workers and satisfies the following conditions:

i. Such class is (i) approved by OSHA and conducted in accordance with the OSHA outreach training program or (ii) an equivalent 30 or more hour construction industry safety and health class approved by the Building Department.

ii. Such class consists of in-person training, actively proctored online training or, if such training is conducted before the effective date of this section, online training.

OSHA 100-hour class: a class or program that:

- i. Includes 100 or more hours of training in technical subjects relating to a construction trade, including an apprenticeship program registered with the New York State Department of Labor; and
- ii. Is approved by OSHA, the United States Department of Labor, the New York State Department of Education or the New York State Department of Labor.

Site Safety Designee: the Site Safety Designee must have completed an OSHA 100-hour class. On a Major Construction Project, the Site Safety Designee shall use reasonable prudence to ensure that safety is maintained as job conditions dictate and shall complete any tasks required of a Site Safety Designee under this Chapter.

C. Safety Training Required.

a. In addition to any other applicable town, state or federal law or rule, each permit holder:

1. at a Minor Construction Site, shall be responsible for ensuring that each construction or demolition worker employed or otherwise engaged at such site by the permit holder or any person performing work for or on behalf of such permit holder at such site has successfully completed and maintains a current OSHA 30-hour class certificate.

2. at a Major Construction Site, shall be responsible for ensuring that a foreman or designated employee or individual otherwise engaged at such site by the permit holder or any person performing work for or on behalf of such permit holder is designated as a Site Safety Designee. The Site Safety Designee shall be tasked with ensuring that each construction or demolition worker employed or otherwise engaged at such site by the permit holder or any person performing work for or on behalf of such permit holder at the site is in compliance with section 80-50(C)(a)(1) and shall report violations of this Chapter to the Building Department.

b. The Applicant, Permit Holder or any person performing such work on behalf of the permit holder shall certify to the Building Department, in a form and manner established by the Building Department, that the requirements of section 80-50(C)(a)(1) and/or section 80-50(C)(a)(2) have been met. No permit for construction or demolition work for which training is required pursuant to this section shall be issued or renewed until the applicant has certified that all workers who will be working under such permit will have the requisite training throughout the duration of such permit.

c. The Applicant, Permit Holder or any person performing such work on behalf of the permit holder shall certify that all New York State and OSHA safety requirements and workers compensation and insurance requirements have been met.

d. The Permit Holder shall maintain at such site a daily log that identifies each such worker and that includes, for each such worker, proof of compliance with 80-50(C)(a)(1) and 80-50(C)(a)(2), as applicable. Such logs shall be made available to the Building Department upon request and shall be submitted to the Building Department as a prerequisite to the issuance of a Certificate of Occupancy, Certificate of Completion and/or Certificate of Approval.

D. Penalties.

a. Any violations of this section by a permit holder shall be punishable by a fine of not less than \$1,000 nor more than \$10,000. Each worker performing work on a construction site covered by this section without required safety training shall constitute a separate additional offense. Each day that the violation continues shall constitute a separate additional offense.

b. For a second offense, committed by a permit holder within a period of five years, such violation shall be punishable by a fine of not less than \$3,000 nor more than \$20,000 or by imprisonment for a period not to exceed 15 days, or both.

c. Permits issued to permit holders found to be in violation of this section may be revoked by the Building Department upon discovery of such violation.

d. The Building Department shall be authorized to issue stop orders for violations of this section. Upon the issuance of a stop order, the owner of the affected property, the permit holder and any other person or contractor performing, taking part in or assisting in the work shall suspend all building activities in violation of this section until the stop order has been rescinded.

* * *

Section 2.

This local law shall take effect immediately upon filing with the Secretary of State.

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 May 24, 2022 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of BOLLA EM, REALTY, LLC. for variance from provisions of "GSS" Ordinance to maintain existing service station and operate a convenience store as wells as area, sign and parking variance, located on the following described premises in Merrick, New York:

A parcel of land located on the n/e/c of Merrick Road and Central Boulevard w/frontage on Merrick Road of 180.00' and Central Boulevard of 100.00' and a depth of 100.00' situated in Merrick, New York, County of Nassau, State of New York

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

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

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

DONALD X. CLAVIN JR.
SUPERVISOR

KATE MURRAY
TOWN CLERK

Dated: May 10, 2022
Hempstead, N.Y.

Item #

9

Case #

12649

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE 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 May 24, 2022 at 10:30 o'clock in the fore noon of that day, to consider a modification of declaration of covenants and restrictions dated January 8, 1986 and recorded at Liber 9705 page 569 in the Office of the County Clerk, relating to property located at the northeast corner of Merrick Road and Central Boulevard in Merrick, New York.

The application 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
May 10, 2022

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

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Item # 10

Case # 12649

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on Tuesday, the 24th day of May, 2022, at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, for the purpose of considering a proposed renewal contract for the Merrick Fire Protection District and Empire Hose Company No. 3, Inc., Friendship Engine And Hose Company, Inc., and Merrick Hook & Ladder Company No. 1, membership corporations organized and existing under the laws of the State of New York, with offices in Merrick, Nassau County, New York, for furnishing fire protection services within the territory of the Protection District for a period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$1,655,646.00 for the year 2022; \$1,697,037.00 for the year 2023; \$1,756,433.00 for the year 2024; \$1,817,909.00 for the year 2025; and \$1,863,356.00 for the year 2026;

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

ALL PERSONS interested in the subject matter will be given an opportunity to be heard in reference thereto, at the time and place above specified.

Dated: Hempstead, New York
May 10, 2022.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Item #

11

Case #

4939

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 TO REZONE A PARCEL OF LAND LOCATED IN ISLAND PARK, COUNTY OF NASSAU, STATE OF NEW YORK.

WHEREAS, the applicant, Ocean Avenue Marina Inc., has submitted to the Town of Hempstead an application to rezone a 3.58 acre parcel of land located at 30 Waterfront Boulevard, Island Park, New York from B Residence District (B), X Business District (X), LM Light Manufacturing District (LM) and Y Industrial District (Y) to CA-S Residence District (CA-S); and

WHEREAS, the purpose of the proposed rezoning from B Residence District (B), X Business District (X), LM Light Manufacturing District (LM) and Y Industrial District (Y) to CA-S Residence District (CA-S) is to allow for the demolition of existing mixed use structures and to allow for the construction of a four-story Apartment Building containing 117 units with parking for 196 cars on the first floor; 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 Town Attorney considers the project to be an Unlisted Action and will not have a significant effect on the environment for the following reasons:

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

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

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

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

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

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

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

Item #

12

Case #

30343

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 requested rezoning from B Residence District (B), X Business District (X), LM Light Manufacturing District (LM) and Y Industrial District (Y) to CA-S Resident District (CA-S) for said parcel of land located in Island Park, New York; and

BE IT FURTHER

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

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

DECISION:
OCEAN
AVENUE
MARINA
INC.
REZONE
(NR) ISLAND
PARK

Item # 13

Case # 30343

DECISION:
OCEAN
AVENUE
MARINA
INC.
COVENANTS
(NR) ISLAND
PARK

Item # 14
Case # 21537

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 HIGH RANCH WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE NORTH SIDE OF DAVIS AVENUE, 307 FEET EAST OF SHERIDAN BOULEVARD. SEC 40, BLOCK 124, AND LOT (S) 126 & 326, A/K/A 46 DAVIS AVENUE, INWOOD, 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 46 Davis Avenue, Inwood; 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 January 11, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to use ten (10) man hours for general clean up, located at 46 Davis Avenue, Inwood;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$550.00, the cost associated with the emergency services provided at 46 Davis Avenue, Inwood, 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 \$800.00 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 # 15.

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, LOCATED ON THE NORTHWEST CORNER OF LAWRENCE AVENUE AND MOTT AVENUE. SEC 40, BLOCK 38, AND LOT (S) 278, A/K/A 127 LAWRENCE AVENUE, INWOOD, 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 127 Lawrence Avenue, Inwood; 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 January 4, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to fill in one (1) hole with dirt, located at 127 Lawrence Avenue, Inwood;

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 127 Lawrence Avenue, Inwood, 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 #

15

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 WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTH SIDE OF HOLLYHOCK ROAD, 75 FEET EAST OF ROSE LANE. SEC 45, BLOCK 186, AND LOT (S) 2, A/K/A 36 HOLLYHOCK ROAD, 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 36 Hollyhock Road, Levittown, 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 January 24, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have fifty six (56) square feet of garage door boarded, twenty three (23) square feet of windows boarded, forty (40) square feet of doors HUD boarded, eight (8) square feet of doors boarded, one hundred and eight (108) square feet of windows HUD boarded, install one (1) chain and lock and install two (2) lock and hasps, located at 36 Hollyhock Road, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,927.55, the cost associated with the emergency services provided at 36 Hollyhock Road, 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 \$3,177.55 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 # 15

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 NORTHWEST CORNER OF SCHERER PLACE AND FREDERICK AVENUE. SEC 55, BLOCK 476, AND LOT (S) 9 & 505, A/K/A 1 SCHERER PLACE, 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 1 Scherer Place, 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 January 4, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have forty eight (48) square feet of exterior windows and holes boarded and install nine hundred and four (904) square feet of roof tarping, located at 1 Scherer Place, Roosevelt;

WHEREAS, on January 11, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to fill in one (1) sink hole, located at 1 Scherer Place, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,831.64, the cost associated with the emergency services provided at 1 Scherer Place, 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 \$3,081.64 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:

Items: 15

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 UNSAFE TREE, LOCATED ON THE PREMISES IMPROVED WITH A ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF FREDERICK AVENUE, 63 FEET WEST OF SCHERER PLACE. SEC 55, BLOCK 476, AND LOT (S) 8, A/K/A 9 FREDERICK 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 exterior property area located at 9 Frederick Avenue, Roosevelt; and

WHEREAS, said inspection disclosed that contrary to NYS §302.1 of the New York State Property Maintenance Code and Chapter 90-1 of the Code of the Town of Hempstead regulations, an unsafe dead tree upon an abandoned building; 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 Long Island Tree & Landscape Service Inc., PO Box 1531, Seaford, New York 11783, 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 932-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed Long Island Tree & Landscape Service Inc., for emergency removal of one (1) tree, located at 9 Frederick Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$3,625.00, the cost associated with the emergency services provided at 9 Frederick 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 \$3,875.00 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 # 15

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 BRICK FRAME MULTIPLE USE COMMERCIAL BUILDING, LOCATED ON THE WEST SIDE OF BABYLON TURNPIKE, 108 FEET NORTH OF FOREST AVENUE. SEC 55, BLOCK 338, AND LOT (S) 1, A/K/A 318 BABYLON TURNPIKE, 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 318 Babylon Turnpike, 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 January 3, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have one hundred and thirty nine (139) square feet of windows and exterior holes boarded, located at 318 Babylon Turnpike, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,658.27, the cost associated with the emergency services provided at 318 Babylon Turnpike, Roosevelt, 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 \$2,158.27 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 #

15

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 WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF MIDWOOD STREET, 110 FEET EAST OF UNIONDALE AVENUE. SEC 50, BLOCK D02, AND LOT(S) 3, A/K/A 683 MIDWOOD 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 683 Midwood Street, Uniondale, 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 January 8, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have sixty (60) square feet of doors boarded, located at 683 Midwood Street, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$535.80 the cost associated with the emergency services provided at 683 Midwood 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 \$785.80 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 # 15-

0542

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 January 10, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to remove five (5) cubic yards of debris, use three (3) man hours for general clean up and have nineteen (19) square feet of doors boarded, located at 1036 Adams Street, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$609.67, 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 \$859.67 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 # 15

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 MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE SOUTHWEST CORNER OF NORTH CENTRAL AVENUE AND NORTH DRIVE. SEC 37, BLOCK 301, AND LOT (S) 141-143, A/K/A 1561 NORTH CENTRAL AVENUE, VALLEY STREAM, 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 1561 North Central Avenue, Valley Stream; 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 January 16, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to provide and install two (2) lock and hasps, located at 1561 North Central Avenue, Valley Stream;

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 1561 North Central Avenue, Valley Stream, 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 \$725.00 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 # 15

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 BRICK AND MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE NORTHEAST CORNER OF EAGLE AVENUE AND WOODFIELD AVENUE. SEC 35, BLOCK 408, AND LOT (S) 34-38, A/K/A 413 EAGLE AVENUE, 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 open and abandoned structure located at 413 Eagle Avenue, West Hempstead; 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 January 18, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have twenty two (22) square feet of windows boarded and twenty (20) square feet of doors boarded, located at 413 Eagle Avenue, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$441.06, the cost associated with the emergency services provided at 413 Eagle Avenue, 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 \$941.06 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 #

15

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 WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF IVY STREET, 115 FEET WEST OF MORTON AVENUE. SEC 35, BLOCK 355, AND LOT (S) 30-31, A/K/A 182 IVY STREET, 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 182 Ivy Street, West Hempstead, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 444-2021 adopted May 4, 2021; and

WHEREAS, the services of Environmental Management Services Inc., at 23-24 Sound Street #1, Astoria, New York 11105, and the costs incurred by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 26-2020; and

WHEREAS, on January 24, 2022, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and visual inspection during asbestos abatement, located at 182 Ivy Street, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$970.00, the cost associated with the emergency services provided at 182 Ivy Street, West Hempstead, 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 \$1,220.00 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 # 16

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 ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF FIELDMERE STREET, 897 FEET SOUTH OF HEMPSTEAD TURNPIKE. SEC 32, BLOCK 406, AND LOT (S) 442, A/K/A 118 FIELDMERE 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 unsafe structure located at 118 Fieldmere Street, Elmont, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 25-2018 adopted January 23, 2018; and

WHEREAS, the services of Environmental Management Services Inc., at 23-24 Sound Street #1, Astoria, New York 11105, and the costs incurred by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 26-2020; and

WHEREAS, on February 24, 2022, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 118 Fieldmere Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$930.00, the cost associated with the emergency services provided at 118 Fieldmere 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 \$1,180.00 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 # 16

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE BALDWIN KIWANIS CLUB TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-7, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING A CAR SHOW ON MAY 15, 2022. (RAINDATE JUNE 12, 2022).

WHEREAS, the Baldwin Kiwanis Club, P.O. Box 1402, Baldwin, New York 11510 Attention: Martin Connor, President had requested to use Town of Hempstead Parking Field BA-7, Baldwin, New York for the purpose of holding a Car Show on May 15, 2022 (Raindate June 12, 2022) (the "Car Show"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Baldwin Kiwanis Club, P.O. Box 1402, Baldwin, New York 11510 Attention: Martin Connor, President to use Town of Hempstead Parking Field BA-7, Baldwin, New York for the purpose of holding the Car Show on May 15, 2022 (Raindate June 12, 2022) is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 17

Case # 20915

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING THE APPLICATION OF AMERICAN
LEGION POST 1033 FOR A PARADE PERMIT FOR A PARADE TO
BE HELD IN FLORAL PARK & ELMONT, NEW YORK, ON MAY
30, 2022.

WHEREAS, Ralph Esposito of Floral Park, New York, Parade Chairman
of American Legion Post 1033, New York has filed an application with the Town
Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in
Floral Park, Elmont, New York, on May 30, 2022 from 10:00 AM to 12:00 PM
and

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

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING THE APPLICATION OF
LEVITTOWN/ISLAND TREES VETERANS COUNCIL FOR A
PARADE PERMIT FOR A PARADE TO BE HELD IN LEVITTOWN,
NEW YORK, ON MAY 30, 2022.

WHEREAS, Dennis Dunne of Levittown, New York, President of the
Levittown/Island Trees Veterans Council, New York has filed an application with
the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be
held in Levittown, New York, on May 30, 2022 from 10:00 AM to 11:30 AM
and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Dennis Dunne,
President of the Levittown/Island Trees Veterans Council, be and the same is
hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades,
Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF THE WEST
HEMPSTEAD COMMUNITY SUPPORT ASSOCIATION FOR A
PARADE PERMIT FOR A PARADE TO BE HELD IN WEST
HEMPSTEAD, NEW YORK, ON MAY 30, 2022.

WHEREAS, Neal Rosenblatt of West Hempstead, New York, Parade
Coordinator for the West Hempstead Community Support Association, New York
has filed an application with the Town Clerk of the Town of Hempstead, for a
Parade Permit for a Parade to be held in West Hempstead, New York, on May 30,
2022 from 10:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the application of Neal Rosenblatt, Parade Coordinator
for the West Hempstead Community Support Association, be and the same is
hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades,
Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF HEWLETT-
WOODMERE BUSINESS ASSOCIATION INC. FOR A PARADE
PERMIT FOR A PARADE TO BE HELD IN WOODMERE, NEW
YORK, ON MAY 30, 2022.

WHEREAS, David Friedman of Hewlett, New York, President of the
Hewlett-Woodmere Business Association Inc., New York has filed an application
with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade
to be held in Woodmere, New York, on May 30, 2022 from 9:00 AM to 10:00
AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the application of David Friedman, President of the
Hewlett-Woodmere Business Association Inc., be and the same is hereby
GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of
the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF PAUL SAPIENZA ELMONT/BELMONT PARADE FOR A PARADE PERMIT FOR A PARADE TO BE HELD IN ELMONT, NEW YORK, ON JUNE 4, 2022.

WHEREAS, Claudine Hall of Elmont, New York, Parade Committee Member of the Paul Sapienza Elmont/Belmont Parade, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Elmont, New York, on June 4, 2022 from 10:00 AM to 11:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the application of Claudine Hall, Parade Committee member of the Paul Sapienza Elmont/Belmont Parade, be and the same is hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Case #

25843

CASE NO.

RESOLUTION NO.

Adopted:

and moved its adoption: offered the following resolution

RESOLUTION GRANTING PERMISSION FOR THE DEPARTMENT OF GENERAL SERVICES TO RETAIN THE SERVICES OF ANTONIO KELLEY TO PERFORM FREELANCE PHOTOGRAPHY WORK FOR THE DEPARTMENT OF GENERAL SERVICES PHOTO DEPARTMENT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, it was both desirable and necessary for the Town of Hempstead to retain the services of a freelance photographer to work for the Department of General Services Photo Department, Town of Hempstead, Nassau County, New York; and

WHEREAS, the Commissioner of the Department of General Services recommended that the Town of Hempstead retain the services of Antonio Kelley; and

WHEREAS, this Town Board deems it to be in the public interest to retain the services of Antonio Kelley; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services is hereby authorized to retain the services of Antonio Kelley to perform freelance photography work for the Department of General Services Photo Department, Town of Hempstead, Nassau County, New York; and

BE IT FURTHER

RESOLVED, that the fee for the aforementioned shall be as follows:
\$75.00 per shoot up to one hour (same location) Over one hour, additional fee of portion of hour at \$75.00 per hour rate.
All work is to be done by digital cameras. Photographer to be responsible for captions. .JPG files and captions are to be e-mailed to the Department of General Services Photo Department in a timely manner, ASAP. Payments for the above shall be made from Department of General Services Account Number 010-001-1490-4151 Fees and Services.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 19

Case # 21536

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption:

**RESOLUTION ACCEPTING A PROPOSAL AND AWARDING A CORRESPONDING
CONTRACT TO LKB ENGINEERING FOR
ENGINEERING SERVICES FOR THE NEW IRRIGATION WELL AND
RELATED PUMP CONTROLS AT THE LIDO GOLF COURSE
LIDO BEACH, NY**

WHEREAS, pursuant to Resolution Number 682-2019, duly adopted on June 11th, 2019 by this Town Board, the Town established a panel of approved Architectural/Engineering and Surveying Consulting firms, including among other firms (the "Panel"), LKB Engineering, which the Department of Parks & Recreation (the "Department") could utilize to provide engineering services; and

WHEREAS, on September 8th, 2020, this Town Board duly adopted Resolution Number 985-2020, ratifying and confirming the execution of an agreement with LKB Engineering to provide professional engineering and related services to the Department from time-to-time; and

WHEREAS, on or about April 1, 2022, the Department issued a Request for Proposals ("RFP") for the purpose of obtaining proposals for various engineering services in conjunction with the Department's project to construct and install a new irrigation well and related pump controls at the Lido Golf Course, Lido Beach, NY (the "Project"); and

WHEREAS, a total of three proposals were submitted in response to said RFP, each of which was carefully reviewed by the Commissioner of the Department and appropriate members of his senior staff and are summarized immediately below:

LKB Engineering One Aerial Way Syosset, NY 11791	\$78,217.20
Cashin Associates, PC 1200 Veterans Memorial Hauppauge, NY 11788	\$105,000.00
H2M Architect & Engineers 538 Broad Hollow Rd 4 th Floor Melville, NY 11747	\$130,250.00
Cameron Engineering 177 Crossways Park Drive Woodbury, NY 11797	\$199,000.00

WHEREAS, the Commissioner of the Department hereby respectfully recommends to this Town Board that the proposal submitted by LKB Engineering (with offices at One Aerial Way, Syosset, NY 11791) be accepted and that a corresponding contract be awarded, in light of the following facts: (i) that LKB Engineering is a member of the Panel in good standing and accordingly duly qualified to perform the requisite Project services required by the Department; and (ii) that the proposal submitted by LKB Engineering in the amount of \$78,217.20 (the "LKB Engineering Proposal") was the lowest proposal received and more particularly was, in the opinion of the Department, the most complete and detailed proposal ~~Item #~~ 20 received in response to the RFP; and

Case #

19741

WHEREAS, this Town Board finds it in the best interests of the Town to accept the subject LKB Engineering Proposal for the Project, and that a related Project contract be awarded to LKB Engineering for such express purpose of carrying out the terms and conditions of said Proposal.

NOW, THEREFORE BE IT

RESOLVED, the aforementioned LKB Engineering Proposal be and hereby is accepted and that the Commissioner of the Department of Parks and Recreation be and is hereby authorized to negotiate and execute a corresponding Project contract with LKB Engineering; and

BE IT FURTHER

RESOLVED, that the Town Comptroller, be and hereby is, authorized to issue payments to LKB Engineering in accordance with the terms and conditions of said Project contract, with said payments to be charged to Account #700-0509-07000-5010-007B31.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Case No.

Resolution No.

Adopted

offered the following resolution and moved its adoption as follows

RESOLUTION AMENDING RESOLUTION NO. 481-2021 TO REFLECT CERTAIN CHANGES IN THE TOWN'S UNDERLYING GOLF CART LEASING AND SERVICING ARRANGEMENTS AND RATIFYING AND AFFIRMING THE EXECUTION OF A CORRESPONDING NEW GOLF CART LEASING AGREEMENT WITH WELLS FARGO BANK, N.A.

WHEREAS, this Town Board duly adopted Resolution No. 481-2021 on May 4, 2021, which accepted a bid from Fairway Golf Corp. ("Fairway") with respect to the Town's leasing of seventy-five (75) golf carts through Fairway's financial partner, De Lage Landen Public Finance, LLC. ("De Lage"); and

WHEREAS, Resolution No. 481-2021 authorized payments under an associated four (4) year Golf Cart Lease to De Lage at the monthly rate of \$5,441.56 (\$65,298.72 annually) and further authorized golf cart fleet service payments to Fairway at the rate of \$7,500.00 annually; and

WHEREAS, the Town has subsequently added ten (10) additional golf carts to its overall fleet, resulting in an increase in Fairway's annual golf cart fleet service fee from \$7,500.00 to \$8,500.00; and

WHEREAS, the ten (10) additional golf carts has similarly caused an increase in the underlying monthly golf cart lease payments from \$5,441.56 to \$6,167.11, resulting in corresponding annual increase from \$65,298.72 to \$74,005.32; and

WHEREAS, Fairway has also recently informed the Department of Parks and Recreation ("Department") that it has switched its financial golf cart lease partner from De Lage to Wells Fargo Bank, resulting in the need for the Town to make underlying golf cart lease payments to Wells Fargo Bank in lieu of De Lage; and

WHEREAS, the Town's Director of Purchasing has accordingly executed a new four (4) year golf cart leasing agreement with Wells Fargo Bank dated May 2, 2022 (the "Wells Fargo Golf Cart Leasing Agreement") reflecting Fairway's change in golf cart lease partner; and

WHEREAS, the Commissioner of the Department respectfully recommends to this Town Board that Resolution No. 481-2021 be amended to reflect the above referenced changes to the Town's current golf cart leasing and servicing arrangements by authorizing the following: (i) an increase in the annual golf cart fleet service payments to Fairway from \$7,500.00 to \$8,500.00; (ii) an increase in the monthly golf cart lease payments from \$5,441.56 (\$65,298.72 annually) to \$6,167.11 (\$74,005.32 annually); and (iii) that all such golf cart lease payments be made to Wells Fargo Bank in lieu of De Lage; and

WHEREAS, the Commissioner of the Department respectfully further recommends to this Town Board that the prior execution of the aforementioned Wells Fargo Golf Cart Leasing Agreement be ratified and affirmed; and

WHEREAS, this Town Board finds that it is in the Town's best interests to: (i) amend Resolution No. 481-2021 for the limited purpose of reflecting the above referenced changes to the Town's golf cart leasing and fleet servicing arrangements; and (ii) ratify and affirm the prior execution of the Wells Fargo Golf Cart Leasing Agreement.

Item # 21

Case # 19741

CASE NO.

RESOLUTION NO.

Adopted:

its adoption: offered the following resolution and moved

RESOLUTION AUTHORIZING THE AWARD OF FORMAL
BID #10-2022 TO SUPPLY AND INSTALL
NEW HVAC SYSTEM AT TOWN OF HEMPSTEAD FACILITY LOCATED AT
1 PARKSIDE DRIVE, POINT LOOKOUT.

WHEREAS, the Director of Purchasing, on behalf of the Department of Conservation and Waterways, solicited bids for the labor and materials to install a new HVAC system at the Town Of Hempstead facility located at 1 Parkside Drive, Point Lookout, Formal Bid #10-2022; and

WHEREAS, the following bids in response to the solicitation were received and opened in the Department of Purchasing on May 5, 2022:

Intricate Tech Solutions, LTD 98 Mahan Street West Babylon, New York 11704	\$280,000.00
PGA Mechanical Contractors, Inc. 104 Marshall Avenue Floral Park, New York 11001	\$310,000.00

WHEREAS, the Commissioner of the Department of Conservation and Waterways, after reviewing the bids, recommends that the bid be awarded to Intricate Tech Solutions, LTD, 98 Mahan Street, West Babylon, New York 11704, as the lowest responsible bidder at its bid price of Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00); and

WHEREAS, the Town Board after due deliberation desires to authorize the award of a contract to Intricate Tech Solutions, LTD as recommended by the Commissioner.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the project to Intricate Tech Solutions, LTD, 98 Mahan Street, West Babylon, New York 11704, as the lowest responsible bidder at its bid price of Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00); and be it further

RESOLVED, that the Commissioner be and is hereby authorized to execute the contract documents, if any, prepared in connection with formal bid #10-2022 and the Comptroller is authorized and directed to make payments in an amount not to exceed \$280,000.00 from the Department of Conservation and Waterways account code 7A63-506-7A63-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 23

Case # 8397

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION ACCEPTING A DONATION OF SWIMPLUGS
DESIGNED TO PREVENT THE DEVELOPMENT OF "SURFER'S EAR"**

WHEREAS, EarLabs, a company based in Sweden, has reached out to the Department of Parks and Recreation ("Department") and offered to donate to the Town a number of its "SwimEars" and "SurfEars" swim plug products, which have been specifically designed to prevent the development of "Exotosis", more commonly known as "Surfer's Ear"; and

WHEREAS, "Surfer's Ear" poses a risk to open water swimmers and surfers, particularly in areas with cold water temperatures; and

WHEREAS, the Department wishes to make the donated swim plug products from EarLabs available to the Town's Ocean Lifeguards; and

WHEREAS, the Department has consulted with the Town's Medical Director who has confirmed that he has seen a number of Town Ocean Lifeguards develop Exotosis over the years and accordingly supports the distribution of the donated swim plugs products from EarLabs to the Town's Ocean Lifeguard team; and

WHEREAS, the Commissioner of the Department hereby respectfully recommends to this Town Board that it authorize the Department to both accept the donated swim plug products from EarLabs and distribute same to the Town's Ocean Lifeguards; and

WHEREAS, this Town Board finds that it is in the Town's best interest to accept the donated swim plug products from EarLabs.

NOW, THEREFORE, BE IT

RESOLVED, that the Department of Parks and Recreation be, and hereby is, authorized to accept a donation of swim plug products from EarLabs and oversee their distribution to the Town's Ocean Lifeguard staff.

The foregoing Resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item #

24

Case #

21943

Case No.

Resolution No.

Adopted:

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

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF PARKS AND RECREATION TO EXECUTE AN EXTENSION OF A CERTAIN 2020 AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE COUNTY OF NASSAU FOR LIFEGUARD AND FIRST AID SERVICES AT EUGENE NICKERSON BEACH PARK, LIDO BEACH, NEW YORK

WHEREAS, pursuant to Resolution number 469-2020 (the "Resolution") duly adopted by this Town Board on March 31, 2020, the Supervisor was authorized to execute an Agreement between the Town and Nassau County pursuant to which the Town would provide lifeguard and first aid services at Eugene Nickerson Beach Park and Campground (the "Agreement"); and

WHEREAS, the Agreement was effective May 1, 2020 for an initial term of one year and additionally stipulated that the parties could mutually consent to its renewal for a maximum of four one year renewal periods; and

WHEREAS, the aforementioned Resolution further authorized the Commissioner of the Department of Parks and Recreation (the "Commissioner") to execute such renewals of the Agreement; and

WHEREAS, the County of Nassau has recently requested that the Town renew the Agreement for the 2022 summer beach season and the Commissioner recommends that the Agreement be so renewed; and

WHEREAS, the Town Board believes that it would be in the public's interest to renew said Agreement for the 2022 summer beach season.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner be and is hereby authorized to execute a renewal of the Agreement for the period May 1, 2022 through the weekend following Labor Day, 2022.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

27746



COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

May 9, 2022

BY CERTIFIED MAIL / RETURN

RECEIPT REQUESTED

Sent via email

Frank Zangla

Commissioner

Department of Parks and Recreation

Town of Hempstead

200 North Franklin Street

Hempstead, New York 11550

Email Address: Franzan@tohmail.org

Re: Lifeguards and First Aid Services at Nickerson Beach INTERMUNICIPAL AGREEMENT (the "Agreement") dated as of April 23, 2020 by and between (i) Nassau County, acting for and on behalf of the Department of Parks, Recreation & Museums, and (ii) the TOWN OF HEMPSTEAD, acting for and on behalf of its DEPARTMENT OF PARKS AND RECREATION.

Dear Commissioner Zangla,

Your signature and return of the enclosed copy of this letter will confirm that pursuant to the provisions on page 5, Paragraph one (1) of the Agreement, the term of the Agreement is hereby extended for a one (1) year period effective May 1, 2022 and will terminate by the conclusion of the weekend following Labor Day by mutual consent of the Department and the TOWN, under the same terms and conditions except that the maximum amount may increase commensurate with any increase in the wages listed in Exhibit A but in no event shall an increase in the renewal term exceed 10 % of the prior year's maximum amount.

In addition, pursuant to paragraph one (1) page three (3) of the Agreement COUNTY shall reimburse TOWN a sum not to exceed three hundred thousand dollars (\$300,000.00) for lifeguard services based upon a schedule of hourly rates (which may be adjusted by the TOWN) a copy of which is annexed hereto as Exhibit "A" and made a part hereof in accordance with the following conditions: This maximum amount to be paid to TOWN shall be increased by ten percent (10%) per year of this Agreement, including any exercised options. Accordingly, the maximum amount that the County shall reimburse Town for lifeguard services rendered pursuant to the Agreement in connection with the above referenced 2022 summer beach season shall not exceed the sum of three hundred thirty thousand dollars (\$330,000.00).

As part of this remuneration process the COUNTY agrees to pay the TOWN a 5% Administration Fee. This Administration Fee shall be computed as 5 % of the total amount of money owed to the TOWN by the COUNTY as accrued from the execution of this Agreement.

Payments shall be made to the TOWN in arrears and shall be contingent upon the TOWN submitting a claim voucher (the "Voucher") in a form satisfactory to the County. Upon approval of the documentation submitted, payments will be made by the COUNTY.

Except to the extent that Appendix A has been modified and the term of the Agreement has been extended hereby, all terms, provisions and conditions of the Agreement are unchanged and shall continue in full force and effect.

Sincerely,

Darcy A. Belyea
Commissioner
Nassau County Parks,
Recreation & Museums

ACCEPTED AND AGREED:

TOWN OF HEMPSTEAD

By: _____
Name: _____
Title: _____
Date: _____

--	--	--	--	--	--

Adopted:

Councilman
as follows:

offered the following resolution and moved its adoption

RESOLUTION AUTHORIZING THE DEPARTMENT OF HUMAN RESOURCES TO EXECUTE A PERSONAL SERVICE CONTRACT WITH THE CORPORATION OF EMPOWER ME COACHING, LLC, FOR HUMAN RESOURCES RELATED CONSULTING SERVICES FOR THE YEAR 2022

WHEREAS, it is necessary to employ a human resources consultant to provide advice with regard to human resource practices, employment and civil service procedures and laws, as well as town policies related to personnel and health administration.

WHEREAS, the corporation of Empower Me Coaching, LLC, has an extensive background and experience in all phases of employment, and is deemed to be highly qualified to act as human resources consultant to the Town, and

WHEREAS, THIS Town Board deems it to be in the public interest to engage the corporation of Empower Me Coaching, LLC, for the purpose of rendering consultation and advice in the field of human resources and employment for the year 2022.

NOW THEREFORE, BE IT

RESOLVED, the Department of Human Resources, hereby is authorized to execute a contract for human resources consulting services by and between the Town of Hempstead, and Empower Me Coaching, LLC, 50 Little Neck Road, Centerport, N.Y. 11721, for the purpose of rendering consultation and assistance in the area of human resources and employment practices for the calendar year 2022 and BE IT FURTHER

RESOLVED, that the Department of Human Resources, hereby is authorized to make payments in the amount of \$150.00 per hour not to exceed \$2,500.00 for services rendered and BE IT FURTHER

RESOLVED, that said fee shall be paid from the Human Resources account 010-012-1430-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Noes:

Item # 26

Case # 29840

CASE NO.

RESOLUTION NO.

Adopted:

Councilperson _____ offered the following resolution and moved its adoption:

AMENDMENT OF RESOLUTION NO. 51-2022 AUTHORIZING THE
EXECUTION OF CONSULTING AND REPORTING AGREEMENTS WITH
BEACONPATH, INC.

On a motion made by Councilwoman Dorothy L. Goosby the following resolution
was adopted upon roll call:

WHEREAS, Resolution No 51-2022 wherein the Town of Hempstead engages Beaconpath
Inc. for consulting services in order to ensure compliance with the Federal Affordable Care Act in the
amount of \$23,700 and

WHEREAS, Resolution No 51-2022 states an incorrect payment amount

NOW, THEREFORE BE IT resolved that said Resolution No 51-2022 be amended to read
total amount payment of \$29,160.00

AYES:

NOES:

Item #

27

#

29593

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING REIMBURSEMENT TO MOHIZIF CAFÉ AND RESTAURANT, INC. FOR CATERING A MARCH OF DIMES BREAKFAST AT THE NATHAN L. H. BENNETT PAVILION, ONE WASHINGTON STREET, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, Mohizif Café and Restaurant, Inc., 729 Jackson Avenue, Ronkonkoma, New York 11779 Attention: Mohammed Z. Sharif, President catered a March of Dimes Breakfast on March 12, 2020 in the amount of \$240.00 at the Nathan L. H. Bennett Pavilion, One Washington Street, Town of Hempstead, Nassau County, New York ; and

WHEREAS, the Commissioner of the Department of General Services is recommending reimbursement of the invoice in the amount of \$240.00; and

WHEREAS, Town Board desires to authorize reimbursement to Mohizif Café and Restaurant, Inc. in the amount of \$240.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby approves reimbursement to Mohizif Café Restaurant, Inc. in the amount of Two Hundred and Forty Dollars (\$240.00); and be it further

RESOLVED, that the Comptroller be and hereby is authorized to reimburse Mohizif Café and Restaurant, Inc., 729 Jackson Avenue, Ronkonkoma, New York 1179 Attention: Mohammed Z. Sharif, President in the amount of Two Hundred and Forty Dollars (\$240.00) upon submission of the appropriate claim form, and that such reimbursement be charged against the Department of General Services Account Number 010-0001-1490-4151 Fees and Services.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

28

Case #

16412

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING MEMBERSHIP IN THE
NATIONAL COOPERATIVE PURCHASING ALLIANCE
FOR THE PURPOSE OF JOINING A SERVICE COOPERATIVE

WHEREAS, the National Cooperative Purchasing Alliance (NCPA) is affiliated with Region 14 ESC (Education Service Center) which is a political subdivision and government unit of the State of Texas authorized to enter into agreements with other government units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers; and

WHEREAS, the Town of Hempstead wishes to join NCPA for the purpose of the Town of Hempstead accessing available contracts for goods and services from NCPA awarded vendors as provided for under the procurement laws and guidelines for "piggyback" purchases in the State of New York; and

WHEREAS, the Division of Purchasing recommends said membership is in the best interest of the residents of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Division of Purchasing be and is hereby authorized to become a member of NCPA for the stated purpose of accessing goods and services from NCPA awarded vendors.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item #

29

Case #

21189

CASE NO:

RESOLUTION NO:

Adopted:

offered the following resolution

and moved its adoption:

(22-1)
 RESOLUTION AND ORDER DIRECTING
 CONSTRUCTION OR RECONSTRUCTION
 OF SIDEWALK AREA ALONG CERTAIN STREETS
 IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NY

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

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

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

2022

P R E S E N T:

A B S E N T:

Donald X. Clavin, Jr.	Supervisor
Dorothy L. Goosby	Council Member
Thomas E. Muscarella	"
Melissa Miller	"
Anthony P. D'Esposito	"
Christopher Carini	"
Dennis Dunne, Sr.	"

----- X

IN THE MATTER OF

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

----- X

Item # 30
 Case # 6365

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

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

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

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

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

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

<u>OWNER</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT(S)</u>
PONTRELLI LAWRENCE & AIMEE 831 ALLEN PL Baldwin, NY 11510-4005	54	277	00140
SARRO MICHAEL A & MARY L 2506 PARKVIEW PL Baldwin, NY 11510-3445	54	131	13370
BIBLE ROSLYN & SETTEDUCATI BELTRANY 2761 BOUNDARY RD Bellmore, NY 11710-4726	63	224	00700
KOLAROVA NELI 2456 RANDY LN Bellmore, NY 11710-5125	63	281	00090
LORI KING 3691 BRIDLE PATH Bethpage, NY 11714-4001	46	490	00140
NSC REALTY MANAGEMENT LLC 57 MOHAWK AVE E Atlante Bch, NY 11561-1014	58	123	03170
WELZ ARTHUR & WENDY 75 MOHAWK AVE E Atlante Bch, NY 11561-1014	58	123	01150
HECKER HARRY LIFE ESTATE 101 TROY AVE E Atlante Bch, NY 11561-1022	58	122	00770
VENTURA RICHARD & KRISTEN 170 ANDREW AVE East Meadow, NY 11554-3425	51	086	00450
BORDOWITZ HERMAN & SYDELL 139 WICKSHIRE DR East Meadow, NY 11554-1538	50	499	00090

MOUSTAKAS ELIAS & OBDULIA 1395 WILSON RD East Meadow, NY 11554-4433	50	523	00130
ULLOA CARLOS & ULLOA VINCENT N 15 HEWLETT POINT AVE East Rockaway, NY 11518-2307	42	026	01280
NUGENT EWART 1393 E ST Elmont, NY 11003-3720	32	546	00040
ARGO SHOPPING CENTER LLC 21 VILLAGE AVE Elmont, NY 11003-4241	32	669	00180
DAN ALVAREZ 9537 239TH ST Floral Park, NY 11001-3826	32	008	01190
PARKES T OWENS & ELVIS 9454 240TH ST Floral Park, NY 11001-3827	32	007	01330
JOSEPH EMMANUEL & YANICK 771 BENRIS AVE Franklin Sq, NY 11010-4228	35	183	01060
INGRASSIA RICHARD & BARBARA 705 HERMAN AVE Franklin Sq, NY 11010-3103	35	579	00280
MINDA JULIANA 15 RIBBON ST Franklin Sq, NY 11010-4303	35	178	00120
FAZLI AHSAN Z 1223 WHITESIDE AVE Franklin Sq, NY 11010-1637	33	G	20500
CHANG LISA & LU CHIH WEI 25 ALBATROSS RD Levittown, NY 11756-2101	45	245	00320
JOSEPH TOSCANO 34 BLACKSMITH RD Levittown, NY 11756-3115	45	272	00090
MANZANO HECTOR & ROSA 2 HEATHER LN Levittown, NY 11756-3308	45	199	00120
STRICKLAND LAWRENCE M & K 67 SUNRISE LN Levittown, NY 11756-4407	51	173	00440
NIEDERAUER JOHN J 53 WADSWORTH AVE Levittown, NY 11756-5729	51	464	00060
UNION FREE SCHOOL DISTRICT #25 2400 CENTRAL PKWY Merrick, NY 11566-4149	55	P	00190
HOLM FRITZ M & KAREN 2788 LINCOLN BLVD Merrick, NY 11566-5010	63	127	00610
MONACO LAWRENCE & GLORIA 2782 LINCOLN BLVD Merrick, NY 11566-5010	63	127	00580
CURCIO LOUIS & GABRIELLE 2170 SENECA DR N Merrick, NY 11566-3627	56	456	00100

KORMAN STEVE & RADA 2180 SMITH ST Merrick, NY 11566-3616	56	455	00400
COHEN LOUIS R MICHELLE 2102 SMITH ST Merrick, NY 11566-3614	56	447	00030
KATZ TR LORRAINE 2094 SMITH ST Merrick, NY 11566-3614	56	447	00020
AMBRECHT DAVID & ELLEN 2084 SMITH ST Merrick, NY 11566-3614	56	447	00010
WORTERS LAWRENCE, E. & VERA, L. 2206 SMITH ST Merrick, NY 11566-3616	56	162	01940
FRIEDMAN ERIC & JUDITH 2236 SMITH ST Merrick, NY 11566-3633	56	461	00020
UNITED PROPERTIES CORP 2837 JERUSALEM AVE N Bellmore, NY 11710-1833	51	071	02670
SEBASTOPOLI CLEMENTE 893 MIDWOOD DR N Bellmore, NY 11710-1418	51	056	00220
ROMANO ROCCO & LYNN 1288 POPLAR ST N Bellmore, NY 11710-2413	56	220	02230
LIANOS MICHAEL & KERRY 2170 WALTOFFER AVE N Bellmore, NY 11710-1554	50	596	00170
CRESPO-FIGUEROA MADELINE 678 WESTMINSTER RD North Baldwin, NY 11510-1039	36	214	01110
STIEBER SIDNEY & KARIN 264 CHANCE DR Oceanside, NY 11572-3302	54	515	00120
JANVIER ALPHONSE JR & DENIA 3798 GREENTREE DR Oceanside, NY 11572-5923	60	073	00070
POTE JAMES & THERESA 64 JOHNSON PL Oceanside, NY 11572-1316	38	538	00050
LOMA HOLDING CORP 3600 SKILLMAN AVE Oceanside, NY 11572-4522	54	J	00040
ACCOMANDO CATHERINE & WILBER GREGG 1342 SURREY LN Rockville Ctr, NY 11570-1433	36	497	00010
JOHNSON MICHAEL 39 ALLERS BLVD Roosevelt, NY 11575-2201	55	329	03920
SEVERE EDLINE 41 ALLERS BLVD Roosevelt, NY 11575-2201	55	329	03900
HILLMANN EDWARD & MARY ELLEN 2054 DALE PL Seaford, NY 11783-2705	57	274	00020

SCIORTINO ANTHONY & M 3970 MARILYN DR Seaford, NY 11783-1816	52	357	00220
RODWAY GERSHAM 772 DALE PL Uniondale, NY 11553-3002	50	370	00170
HARCK REALTY CORP 955 FRONT ST Uniondale, NY 11553-1642	34	476	01810
GARY.K.C HO 754 HENRY ST Uniondale, NY 11553-2310	50	118	04770
HYMAN CECILE 326 MAPLE AVE Uniondale, NY 11553-1622	34	501	04370
SIMON MINEVE & RODELIN 387 MAPLE AVE Uniondale, NY 11553-1822	34	458	05300
GOLDSTEIN MATTHEW TRUST 823 CALDWELL AVE Valley Stream, NY 11581-3600	39	567	00050
CHERNIN RINA & VADIM 817 CALDWELL AVE Valley Stream, NY 11581-3600	39	567	00060
PASQUET F VALDEMAR & R 39 EASTWOOD LN Valley Stream, NY 11581-2427	39	500	00220
LAMBERT EILEEN 58 ARGYLE RD W Hempstead, NY 11552-1702	34	314	01320
DELANY DINO & MICHELE 532 EMERSON DR W Hempstead, NY 11552-3921	35	559	00090
CORTILIAN INC 191 HEMPSTEAD TPKE W Hempstead, NY 11552-1622	35	355	00160
MARLENE DIAS 514 MAPLE ST W Hempstead, NY 11552-3316	35	409	05880
ALLEYNE MARION L & PENSON MICHELLE 522 MAPLE ST W Hempstead, NY 11552-3317	35	409	05990
WENDY DAVIS 53 WALNUT ST W Hempstead, NY 11552-2026	35	346	02570
FEDER ELLIOT & SHARON 746 WILDWOOD RD W Hempstead, NY 11552-3414	35	603	00080
ZALDIVAR LUIS & FRANCISCA 288 WOODFIELD RD W Hempstead, NY 11552-2533	35	381	01520
FISCHER JEFFREY 2809 BAYVIEW AVE Wantagh, NY 11793-4300	63	305	00460
BURKE MARY C 2927 BAYVIEW AVE Wantagh, NY 11793-4322	63	305	00710

HOFFMAN KEVIN & SUSAN 1793 BEECH ST Wantagh, NY 11793-3429	57	208	00450
FRITZ FRANK & PATRICIA 3548 LOCUST AVE Wantagh, NY 11793-3645	57	105	01560
KULE LESLIE & JUDITH 2976 MANDALAY BEACH RD Wantagh, NY 11793-4632	63	246	20490
SILVER ARTHUR J & RUTH 3015 MANDALAY BEACH RD Wantagh, NY 11793-4627	63	306	00260
CODIGNOTTO BARBARA ANN 2587 MERMAID AVE Wantagh, NY 11793-4407	63	014	00370
ROTH LELAND & AMY 3115 RIVERSIDE DR Wantagh, NY 11793-4638	63	306	00270
MARULLO JOSEPH & LAURA 1135 TUSK LN Wantagh, NY 11793-2730	51	414	00390
TROTTER JOHN 109 WILLOWOOD DR Wantagh, NY 11793-1249	51	356	00160
CAVE JOHN & NANCY 878 BOWLING GREEN DR Westbury, NY 11590-6104	45	021	00790
MAZZONE MICHAEL & MARINELLA 44 COBALT LN Westbury, NY 11590-5741	45	387	00040
PISANO JOHN & LINDA 46 COBALT LN Westbury, NY 11590-5741	45	387	00050
ROMANO JOSEPH & NICOLE 130 CYPRESS LN S Westbury, NY 11590-5745	45	387	00110
REILLY ROBERT & PATRICIA 206 CYPRESS LN W Westbury, NY 11590-5747	45	384	00190
FORENZA RICHARD & SALLY 217 CYPRESS LN W Westbury, NY 11590-5713	45	383	00140
BUFFOLINO JOHN 221 CYPRESS LN W Westbury, NY 11590-5713	45	383	00130
STALVEY OWEN S 223 CYPRESS LN W Westbury, NY 11590-5713	45	383	00120
MOJOCOA ANTHONY P & ANA IRIS 216 FRIENDS LN Westbury, NY 11590-6507	45	411	00140
LOPEZ ANTONIO & LOLITA 230 FRIENDS LN Westbury, NY 11590-6508	45	412	00120
TODARO JACQUELYN 26 MELLOW LN Westbury, NY 11590-6325	45	451	00100

KHWAJAZADAH SAMY & YASIN NAFISA
581 MERYL DR
Westbury, NY 11590-5311

45

538

00210

GREENBERG PHYLLIS
518 GREEN PL
Woodmere, NY 11598-1923

39

484

00280

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

DATE:

The foregoing resolution was seconded by Council member

and adopted upon roll call as follows:

AYES:

NOES:

Resolution for sidewalk area work (22-1)

CASE NO.

RESOLUTION NO.

ADOPTED:

its adoption:

offered the following resolution and moved

RESOLUTION AUTHORIZING AN INTER-MUNICIPAL AGREEMENT WITH THE
INCORPORATED VILLAGE OF HEWLETT HARBOR

WHEREAS, pursuant to the General Municipal Law of the State of New York, the Town of Hempstead is authorized to enter into inter-municipal agreements with other municipalities for shared services and other mutually beneficial cooperative opportunities; and

WHEREAS, the Town of Hempstead Receiver of Taxes has met with representatives from the Incorporated Village of Hewlett Harbor, which is located within the boundaries of the Town of Hempstead to explore proposals to assist with tax collection operations in an effort to reduce taxpayer costs; and

WHEREAS, the Incorporated Village of Hewlett Harbor, having its principal offices at 449 Pepperidge Road, Hewlett, New York 11557, (hereinafter referred to as the "Village"), has observed the Town's specialized software that creates print files, excel and Microsoft Access databases for the Village's annual tax bills; and

WHEREAS, after careful consideration, both the Town and the Village have concluded that the Town's annual preparation of print files for the Village's tax bills is one area of governmental operation ripe for inter-municipal shared service and cooperation; and

WHEREAS, pursuant to the inter-municipal agreement between the parties, the Village will compensate the Town for all administrative and labor expenses associated with using its personnel and specialized software to create a print file, and excel and Microsoft Access database;

NOW, THEREFORE, BE IT

RESOLVED, that the Deputy Receiver is hereby authorized to execute an inter-municipal agreement on behalf of the Town of Hempstead Receiver of Taxes to provide for the use of personnel and specialized software to create a print file, and excel and Microsoft Access database for the Village of Hewlett Harbor, New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

31

Case #

28144

27511

**AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD RECEIVER OF TAXES and
THE INCORPORATED VILLAGE OF HEWLETT HARBOR**

AGREEMENT made this 12 day of May, 2022 , between the **TOWN OF HEMPSTEAD RECEIVER OF TAXES**, having its principal place of business at 200 N. Franklin Street, Hempstead, New York 11550 (hereinafter the "**TOWN**") and the **INCORPORATED VILLAGE OF HEWLETT HARBOR**, a municipality, having its principal place of business at 449 Pepperidge Road, Hewlett, NY 11557 (hereinafter the "**VILLAGE**").

WITNESSETH

WHEREAS, the **VILLAGE** has requested permission from the **TOWN** to use its personnel and specialized software to create a print file, excel and Microsoft Access databases for the Incorporated Village of Hewlett Harbor's tax bills, and the **TOWN** has agreed to do so, upon certain terms and conditions as herein provided.

NOW, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The **TOWN** shall use its specialized software to create a print file, excel and Microsoft Access databases for the **VILLAGE'S** annual tax bills for the 2022-2023, 2023-2024, and 2024-2025 Tax Levy in or around May 2022, 2023, and 2024.
2. The **VILLAGE** shall compensate the **TOWN** for all administrative and labor expenses at the rate of \$750.00 per year for the files.
3. The **VILLAGE** shall indemnify and hold harmless the **TOWN**, its officers, employees, agents and representatives from and against all claims, damages, losses and

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID FOR REMOVAL AND REPLACEMENT OF ELEVEN (11) FAN COIL UNITS WITH HOT WATER COILS AT ROOSEVELT YARD; FORMAL BID #12-2022

WHEREAS, the Director of Purchasing on behalf of the Department of Highways, advertised for bids for removal and replacement of eleven (11) fan coil units with hot water coils at the Roosevelt Highway Yard, Town of Hempstead, Nassau County, New York, FB #12-2022; and

WHEREAS, the bid submitted pursuant to such advertisement was opened and read in the Office of the Director of Purchasing on Thursday, May 5TH, 2022; and

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

<u>Contractor</u>	<u>Bid Price</u>
Intricate Tech Solutions 98 Mahan Street West Babylon, NY 11704	\$54,300.00
Best Climate Control Corp. 760 Koehler Avenue, Suite 4 Ronkonkoma, NY 11779	\$107,608.05
PGA Mechanical 104 Marshall Avenue Floral Park, NY 11001	\$180,000.00

WHEREAS, the Commissioner of Highways reported the bid of Intricate Tech Solutions for \$54,300.00 was the lowest bid received and it appears that said bidder is duly qualified; and

WHEREAS, on the recommendation of the Commissioner of Highways, the bid of Intricate Tech Solutions be accepted for FB #12-2022, for removal and replacement of eleven (11) fan coil units with hot water coils at the Roosevelt Highway Yard.

NOW THEREFORE, BE IT,

RESOLVED, that the Town Board deem it to be in the public interest that the above listed bid be accepted; and

FURTHER RESOLVED; that the Commissioner is hereby authorized to execute the contract documents, if any, and the Comptroller is hereby authorized and directed to make payments to the Contractor pursuant to the Contract Proposal from Highway Capital Account Number: 700-0503-07000-009568.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 32

Case # 19438

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION ESTABLISHING A STANDARD WORK DAY FOR ELECTIVE OFFICERS AND/OR CERTAIN APPOINTED POSITIONS IN THE TOWN OF HEMPSTEAD.

WHEREAS, the Town is required to report to the New York State and Local Retirement System the number of work hours per day per week of certain elected and appointed officials.

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead / Location code 30007 hereby establishes the following standard work days for elected and/or appointed officials and will report the following days worked to the New York State and Local Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body:

TITLE	NAME	STANDARD WORK DAY	TERM BEGINS/ENDS	Record of Activities Results
ELECTED OFFICIALS				
Supervisor	Donald X. Clavin, Jr.	6	1/1/2022-12/31/2023	33.75
Clerk	Kate Murray	6	1/1/2022-12/31/2023	26.38
Councilperson	Dorothy L. Goosby	6	1/1/2022-12/31/2025	6.59
Councilperson	Anthony P. D'Esposito	6	1/1/2022-12/31/2025	10.06
Councilperson	Dennis Dunne, Sr.	6	1/1/2022-12/31/2025	N/A

and be it further,

RESOLVED, that certified copies of this resolution be provided to all persons and entities required to receive same.

The vote on the foregoing resolution was recorded as follows:

Ayes:

Nays:

I, Kate Murray, clerk of the governing board of the Town of Hempstead of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the ___ day of _____, 2022 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

Dated: Hempstead, New York
_____, 2022

Item # 33

Page 1 of 1
Case # 24158

CASE No.

RESOLUTION NO.

Adopted:

Council(woman)
its adoption:

offered the following resolution and moved

RESOLUTION AUTHORIZING THE EXECUTION OF
CERTAIN DOCUMENTS RELATIVE TO A GRANT
APPLICATION FOR THE GRADE RAISING OF GRAND
BLVD AND VAN BUREN STREET IN BALDWIN

WHEREAS, grant funding for The Grade Raising of Grand Blvd And Van Buren Street In Baldwin is available through The Federal Emergency Management Agency which grant funding must be applied for in accordance with certain policies and procedures established by The Federal Emergency Management Agency; and

WHEREAS, it is the opinion of the Commissioner of Engineering that pursuing such grant funding is in the best interest of the Town and its residents because the grant funding will be utilized for flood mitigation and roadway improvements of the area; and

WHEREAS, in order to apply for and to receive grant funding, documents including, without limitation, a grant application, grant agreement, and procurement plans must be executed by various Town employees.

NOW, THEREFORE, BE IT

RESOLVED, That the Town Board hereby finds that the pursuit of grant funding for The Grade Raising of Grand Blvd & Van Buren Street In Baldwin is a worthwhile endeavor that is in the best interest of the Town and its residents; and be it further

RESOLVED, That the Commissioner of Engineering, the Town Attorney, and the Town Comptroller are hereby authorized to execute any document(s) necessary to apply for and receive The Grade Raising of Grand Blvd & Van Buren Street In Baldwin grant funding; and be it further

RESOLVED, That all encumbrances, appropriations, and expenditures of funds necessary to meet the terms and obligations of the grant are authorized.

AYES:

NAYS:

Item # 34
Case # 26493

Case No.

Resolution No.

Adopted:

Councilmember

moved the following resolution's adoption:

**RESOLUTION AUTHORIZING THE TOWN
OF HEMPSTEAD'S DOWNTOWN
REVITALIZATION INITIATIVE GRANT
AGREEMENT FOR BALDWIN WITH NEW
YORK STATE**

WHEREAS, the State of New York did award Downtown Revitalization Initiative funding for the hamlet of Baldwin to the Town of Hempstead; and,

WHEREAS, the State delivered the Downtown Revitalization Initiative Grant Agreement (the "Agreement") to effectuate the funding process; and,

WHEREAS, this Board finds it in the best interest of the Town and Baldwin to authorize the Agreement;

NOW, THEREFORE, BE IT

RESOLVED, the Agreement with New York State to effectuate the Downtown Revitalization Initiative funding process is hereby authorized, ratified, and confirmed, and the appropriate Town officers and employees are authorized to execute the Agreement as required in the Agreement.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

35

Case #

Page 1 of 4
26493

DOWNTOWN REVITALIZATION INITIATIVE
GRANT AGREEMENT

This AGREEMENT is made effective as of the 11th day of May 2021, by and between the Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL"), with an office at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York 12207, and Town of Hempstead ("Recipient"), an entity organized and existing under the laws of the State of New York or a unit of general local government, having its principal place of business at 1 Washington Street, Hempstead, New York 11550.

WITNESSETH:

WHEREAS, pursuant to the Department of State Downtown Revitalization capital appropriations (54/1/2020), the Corporation is authorized to enter into contracts to provide grants related to a downtown revitalization program designed for transformative housing, economic development, transportation and community projects; and

WHEREAS, the Recipient has applied through the Downtown Revitalization Initiative for funding to complete a project as described in the Strategic Investment Plan and the subsequent award booklet ("Project"); and

WHEREAS, the Recipient has been selected to receive an award of Downtown Revitalization Initiative (DRI) funds to be used for eligible costs to complete the Project ("Project Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, the Department of State Downtown Revitalization capital appropriations (54/1/2020), and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Project, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. **Scope of Work.**
The Recipient shall a) complete the Project in accordance with the Awarded Budget & Projected Accomplishments attached as **Schedule A**, and its Administrative Plan attached as **Schedule B**, as modified by the terms of this Agreement or any subsequent amendment approved in writing by the Corporation, and b) adhere to the Awarded Budget & Projected Accomplishments reflected in **Schedule A**. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the activities described in Schedule A and Schedule B.
2. **Term.**
The period of performance for all activities assisted pursuant to this Agreement shall commence on the effective date of this Agreement and end on December 31, 2024, ("Term"), unless sooner terminated as provided for herein. Any modification or amendment of the Term must be requested in writing, and approved in writing by the Corporation.
3. **Project Costs.**
The maximum amount of DRI funds to be provided to the Recipient is Six Hundred Thousand Dollars (\$600,000) ("Award"). The Corporation agrees to reimburse the Recipient for Project Costs outlined in

Schedule A. Reimbursable Project Costs shall not exceed the amount of the Award. Any modification, amendment or rescission of Project Costs must be requested in writing, and approved in writing by the Corporation. The Corporation reserves the right to reduce the Award: a) to conform to any revision to which the parties may agree in writing to with respect to the approved DRI projects; or b) if the actual costs for the approved activities are less than those budgeted for in Schedule A. The Corporation shall have no obligation to make disbursements for items other than the eligible items set forth in Schedule A.

4. **Forms and Instructions.**

Forms and instructions required for the administration of the Project described in this Agreement, and attached schedules, are available online at the following website:
<https://hcr.ny.gov/downtown-revitalization-initiative-dri-forms>

5. **Environmental Review.**

Prior to the formal commitment or expenditure of the Award, the environmental effects of each Project activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. An environmental review process must be conducted to identify specific environmental factors that may be encountered during project activities, and to develop procedures to ensure compliance with regulations pertaining to these factors. The Recipient must submit Environmental Review documents as required by the Corporation and outlined in the Environmental Compliance Handbook following grant agreement execution. The Corporation will issue a notice to proceed with Project activities following the submission of complete and accurate Environmental Review documents. No construction or Project activities shall occur prior to receipt of this notice.

6. **Equal Opportunity Requirements and Procedures.**

Recipient is required to comply with Articles 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements.

The Recipient will promote and assist the participation of certified M/WBEs and SDVOBs as outlined and in accordance with Participation by Minority Group Members, Women and Service Disabled Veterans with Respect to State Contracts: Requirements and Procedures attached as Schedule C.

7. **Wage and Hour Provisions**

If the Program includes public work contracts covered by Article 8 of the New York Labor Law or a building service contract covered by Article 9 thereof, neither contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, a contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, the contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Corporation of any approved sums due and owing for completed work.

8. **Reports.**

During the Term, the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Project, and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

9. **Records.**

The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable State and Federal rules and regulations, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit during the term and for seven (7) years following the final disbursement of the Award by any duly authorized representative of the State or Federal Government.

10. **Performance Review.**

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient. Such reviews may be conducted without prior notice.

11. **Notice of Investigation or Default.**

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: a) the commencement of any investigation or audit of its activities by any governmental agency; or b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Project; or c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's approved application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Project's activities and expenditures.

12. **Supporting Documentation.**

All expenditures made from the Award pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation that the Corporation may request, at any time, as outlined in Schedule A and Schedule B to establish that the Award has been used in accordance with the terms of this Agreement.

13. **Disbursement.**

- (a) The Recipient shall not request disbursement of funds under this Agreement until the Award is needed for reimbursement of costs or payment of incurred eligible Project Costs with prior written approval. The Corporation shall have no obligation to make disbursements for items other than eligible Project Costs, as herein defined in Schedule A and Schedule B. In-kind services and cash payments are not eligible Project Costs. Disbursement to vendors for completed construction activities will only be made subsequent to a notice to proceed issued by the Corporation following the submission of complete and accurate Environmental Review documents.
- (b) The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require following procedures outlined in Schedule A, Schedule B and Commitment & Disbursement Procedures for Local Program Administrators. Each such request shall
 - be submitted electronically to Disbursements@nyshcr.org with forms and supporting documentation;
 - be certified by an officer of the Recipient and, where required by the Corporation, by a licensed architect or engineer retained by the Recipient; and
 - constitute an affirmation that the representations and warranties contained in Section 14 hereof remain true and correct on the date thereof.
- (c) Funds shall be transferred to the Recipient through an Automated Clearing House (ACH), i.e. direct deposit, procedure. As the Award is paid to the Recipient it shall be disbursed to the owner, contractor or vendor within five (5) business days of electronic deposit, except where such funds are to reimburse the Recipient for payments already disbursed to the contractor or vendor. In its discretion, the Corporation may make such disbursements, directly to the contractor or vendor, and the execution of this Agreement

by the Recipient shall constitute an irrevocable direction and authorization to so disburse the Award. No further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy, pro tanto, the obligations of the Corporation.

14. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is an entity organized and existing under the laws of the State of New York or it is a unit of local government and is authorized to enter into this Agreement and the transactions contemplated hereby.
- (b) If applicable, it has secured commitments for any such additional funds sufficient to complete the Project.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Project.
- (d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (e) The Project, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Project or any construction performed in connection therewith.
- (f) All construction, if any, heretofore performed in connection with the Project has been performed within the perimeter of the Target Area, identified in the Strategic Investment Plan and summarized in Schedule A, and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Project or any construction performed in connection therewith (any of the foregoing a "Requirement," collectively "Requirements"), and with any restrictive covenants applicable to the Assisted Property, and the intended use of the Assisted Property complies with all applicable zoning ordinances, regulations and restrictive covenants.
- (g) Any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects, and accurately represent the condition of the Project and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Project or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in Schedule A.
- (h) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Project or with any other program funded by New York State Homes and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.
- (i) This Agreement and all other instruments executed in connection with the Project will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with its terms.

15. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with any requirement and furnish the Corporation, upon request, with official searches made by any governmental authority.
- (b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Project requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- (c) It will, upon demand, correct any defect in the Project or any departure from Schedule A not approved in writing by the compliance with this covenant with respect to any such defects or departures from Schedule A.
- (d) It will place at any construction site a sign, the form of which shall have been approved by the Corporation, identifying the participation of the Governor of the State of New York and the Corporation in the financing of the Project, which sign shall be of a size and in a location so as to be visible from outside the construction site, as approved by the Corporation.
- (e) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

16. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificate for comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with certificates for automobile insurance, fire insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

17. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

18. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement to assure the expeditious and satisfactory completion of the Project. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Project.

19. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- (b) The following shall constitute an Event of Default hereunder:
 - (i) if the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the Project policies and procedures established by the Corporation;
 - (ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;
 - (iii) if the Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project within the Term as set forth in Section 2.
- (c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice.
 - (ii) Commence a legal or equitable action to enforce performance of this Agreement.
 - (iii) Withhold or suspend payment of the Award.
 - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the

Recipient to reimburse the Corporation for the amount of the Award expended or used in an unauthorized manner for an unauthorized purpose.

- (d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, any unspent Award held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the corporation for any unspent Award, the expenditure or use of the Award in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover the Award that is unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

20. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

21. Non-liability

Nothing in this Agreement or arising out of the development or operation of the Project shall impose any liability or duty whatsoever on the Corporation, the State of New York or any of its agencies or subdivisions.

22. Subcontracts

The Recipient shall:

- (a) require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations;
- (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations;
- (c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work;
- (d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.

23. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement or for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation.

24. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation consented to by the Corporation shall be effective until the proposed assignee or delegatee (the "Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which

the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

25. Severability.

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

26. Property Release.

To permit the Corporation to publish photographs of Assisted Property for promotional or public relation purposes, the Recipient agrees to obtain a written consent, in the form provided by the Corporation, from each owner of an Assisted Property, which it will provide to the Corporation upon request.

27. Notice.

All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have been given when it is received.

28. Miscellaneous.

- (a) No action shall lie or be maintained against the State of New York or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination of this Agreement, or one (1) year from the accrual of the cause of action, whichever is earlier.
- (b) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.
- (c) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.
- (d) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such sections.
- (e) This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Project.
- (f) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.
- (g) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. Schedules.

The following schedules are hereby incorporated into this Agreement and the Recipient, shall adhere to the provisions contained therein:

Schedule A - Awarded Budget & Projected Accomplishments

Schedule B - Administrative Plan

Schedule C - Participation by Minority Group Members, Women and Service Disabled Veterans with Respect to State Contracts: Requirements and Procedures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Housing Trust Fund Corporation

By: _____
Crystal Loffler
President, Office of Community Renewal

Town of Hempstead

By: Jack J. Libert
Jack Libert
Chief of Staff

STATE OF NEW YORK)

COUNTY OF Nassau) ss.:

On the 29th day of December, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Jack Libert, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Tricia A. Moriates
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02MO6407641
Qualified in Suffolk County
Commission Expires 06/29/2024

Approved as to form
[Signature]
Deputy Town Attorney
Dated 12/29/2021

Schedule A
Awarded Budget & Projected Accomplishments
Town of Hempstead
Downtown Improvement Grant Fund

SHARS ID: .

Award Budget

<u>Funding Source</u>	<u>Amount</u>
Downtown Revitalization Initiative Award	\$600,000
Other Sources	\$378,750

DRI Activity Budget Detail

<u>Activity</u>	<u>Amount Not to Exceed</u>
Building Renovation/Site Improvements	\$480,000
<i>Architecture, Engineering & Environmental Testing</i>	\$60,000
Administration	\$60,000
<i>Grand Total</i>	\$600,000

Target Area

Downtown Baldwin's Downtown Revitalization Initiative Study Area.

Projected Accomplishments

15 Buildings renovated

Program Compliance

The term DRI Community is used as a placeholder throughout this document to refer to the recipient and administrator of the DRI funds.

- The DRI Community must endeavor to meet the projected accomplishments. Any defect or departure from the proposal must be requested and approved in writing.
- The DRI Community must follow the processes identified in the Administrative Plan included as Schedule B to the Grant Agreement. Any defect or departure from the Administrative Plan must be requested and approved in writing.

- Prior to commencing the program, the DRI Community must review the eligible work items, program budget, and program timeline with OCR staff. OCR reserves the right to change or disallow aspects of the program.
- DRI funds may only be requested for reimbursement for eligible program costs incurred within the grant period pursuant to the DRI grant agreement. DRI program operates fully as a reimbursement program and payment will be made only upon satisfactory completion of projects.
- The DRI Community must abide by the activity limits and match requirements specified in the Schedule B, Administrative Plan.
- DRI funds budgeted for Administrative expenses shall not exceed 10% of the DRI award or the amount noted above under Activity Budget Detail, whichever is less. Administrative funds shall be only for payment of reasonable administration and planning costs related to the DRI contract.
- Soft costs shall be only for payment of reasonable Architecture, Engineering or Environmental Testing costs related to a specific DRI project. Soft costs are allocated on a per-project basis, must be within activity limits, and require matching funds. In-kind match is not eligible.
- Architecture, Engineering or Environmental Testing costs incurred for work on buildings that eventually prove infeasible and do not receive other investments will not be reimbursed.
- The DRI Community will enter into a contract with the property owner to provide the program financial assistance. The contract must include the requirement to insure the premises for the full (100%) replacement value and to obtain flood insurance coverage if the premises is in a special flood hazard area.
- The DRI Community will complete a procurement process for all activities to be reimbursed with DRI funds. A minimum of two bids or proposals will be obtained and reviewed for all project costs, including but not limited to purchases, services and renovation, administration or professional service activities. This process is required to establish the reasonableness of project costs.
- All participating contractors must supply references and proof of proper insurance. Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage. The DRI Community, State of New York, and the Housing Trust Fund Corporation must be listed as additional insured.
- Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. The DRI Community must have a formal, written Conflict of Interest policy. At a minimum, the policy must outline which parties are covered and what measures will be taken to allow eligible parties access to program benefits while avoiding actual and perceived conflicts of interest. A contractor cannot receive DRI funds for work done on property that s/he owns, or a property that is owned by an immediate family member. Prior to commencing a project where there is a possible conflict of interest, the DRI Community must review the eligible work items with OCR staff.
- Projects including DRI funds should produce a finished commercial or residential space, ready for occupancy, within the contract term. DRI funds will be disbursed only for completed projects. Work can be completed on part of a building, leaving another part unfinished as a holdover for future use, provided that the project can be completed in compliance with all applicable codes and ordinances, and the unfinished space does not present a hazard to occupants or users of the building.
- Prior to the commitment or expenditure of DRI program funds, the environmental effects of each activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. The DRI Community must submit Environmental Review documents as required by Housing Trust Fund Corporation in a timely manner following grant agreement execution. Housing Trust Fund Corporation will issue a notice to proceed following the submission of complete and accurate Environmental Review documents.

Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law of 1980 requires publicly-funded projects to be reviewed for their potential impact/effect on historic properties. The DRI Community must submit proposed project scopes of work for each participating project to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP or SHPO) for review.

Schedule B
Downtown Revitalization Initiative Administrative Plan
Town of Hempstead
Downtown Improvement Grant Fund

SHARS ID:

I. Program Development

1. a. Administrative Structure

A maximum of 10% of the DRI Grant/Loan program funds would be used for administration of the program.

- DRI Community – Commissioner of Town of Hempstead’s (TOH or Town) Department of Planning and Economic Development is the lead administrator for the DRI. Director of Community Development, is responsible for the overall program implementation. TOH Comptroller, is responsible for all program financial transactions. Commissioner currently serves as the Administrator for the federal Community Development Block Grant funds which includes a commercial façade improvement program. TOH Department of Planning and Economic Development will utilize staff expertise to provide design and planning support to project applicants. This includes; reviewing projects for eligibility, working with property owners and architects to develop project scopes and implementation timeframes.
- Consultant Services – The TOH will procure the services of a consultant to assist in project management and grant administration tasks. A minimum of two bids or proposals will be received and reviewed to determine reasonableness of costs. A formal contract that outlines roles and responsibilities will be executed. The consultant will manage the administrative plan and work with the Department team on refining scopes of work, soliciting contractor bids, reviewing proposed project designs for compliance with design guidelines, preparing project commitment and environmental compliance paperwork, conducting inspections, and ensuring compliance with program requirements.

1. b. Marketing Plan

The Town of Hempstead will conduct outreach in the eligible DRI target area to make all property owners and business owners aware of the availability of financial assistance.

- The TOH will develop and distribute informational materials to market program availability and explain program requirements. These will be distributed to property and business owners in the target area.
- Instructions on how to apply for assistance and required forms will be available at the TOH Department of Planning and Economic Development office.
- Public informational meetings will be held at one or more locations within the Community to present information and answer questions.
- The TOH will retain distribution lists, public notices and other documentation of marketing and outreach efforts in program files.

1. c. Financing Structure

TOH will offer funding assistance to eligible projects that enhance and strengthen the Downtown Revitalization Initiative area. Grant funds would support a range of eligible activities, including: façade upgrades including, but not limited to, signage and awnings and building entrance enhancements (from rear parking areas);

Specific goals include improvements to the downtown Baldwin aesthetic through enhanced building design installations, and support for small businesses to increase downtown vitality and promote façades. Implementation activities are to create momentum and encourage additional investments from surrounding property owners as well as draw in new private capital. Upgrades to infrastructure will encourage new businesses to open in the DRI area, and drive an increase in property values.

1.c.1 Applicant Eligibility - Applicants who are eligible for DRI assistance include property owners that are:

- Individuals
- For-profit entities
- Not-for-profit entities

1.c.2 Eligible Activities Grant funds would support exterior residential and commercial building improvements and soft costs. Activities can include façade upgrades, signage, awnings, and building entrance enhancements (from rear parking areas).

1.c.3 Eligible COVID Activities

- Reconfiguration of existing facilities to encourage reduced density.

1.c.4 Ineligible Activities

- Ineligible uses of funds include: acquisition costs; new construction (including in-fill buildings); improvements to structures owned by religious or private membership-based organizations; or improvements to municipally owned and municipally operated buildings; furnishings, appliances, electronics, tools, disposable supplies, business equipment, non-permanent fixtures, temporary artwork.
- Funds may not be used for site work or ancillary activities on a property including but not limited to: septic systems/laterals, grading, parking lots, sidewalks, patios, decks, garages, sheds, landscaping, fences, free standing signs, general maintenance or repairs.
- Ineligible COVID activities include: inventory, rent or lease expenses, working capital or other undefined expenses, general or disposable supplies beyond PPE as outlined above and other expenses that do not sustain business operations.

1.c.5 Available Funding

A total of \$480,000 in grant funds is available for building renovation and site improvements. The Town may award a minimum of \$10,000 and up to a maximum of \$200,000 in grant funds, per building. The grant program would be structured such that grant funds could be used to cover a maximum of 80% of an eligible project's costs, with applicants required to contribute 20% of the total costs. Business and property owners will

receive planning, design and cost estimating support from the Town of Hempstead Department of Planning and Economic Development to ensure efficient and effective transformation of eligible buildings and structures in downtown Baldwin.

- In-kind match is not eligible.
- Costs incurred prior to the effective date of the grant agreement are not eligible for reimbursement and not eligible as a match.
- COVID Expenses: In order to receive funding for COVID related improvements, the following will be provided:
 - Impact of COVID on participating business or property owner;
 - Need for funding; and
 - Explanation for how the investment impacts the sustainability and resiliency of the business or property. Small projects are unlikely to demonstrate long term viability.
- Soft Costs
 - Eligible soft costs include architecture, engineering, and environmental testing expenses.
 - Soft costs require matching funds, and in-kind match is not eligible.
 - Soft costs incurred for work on buildings that eventually prove infeasible and do not receive other investments will not be reimbursed with DRI funds. Therefore, reimbursements for soft costs may not be requested as part of a partial payment prior to project completion.

1.c.6 Proof of Available Financing – Property owners are responsible for the total cost of the project. Grants will reimburse property owners at the conclusion of the project after all costs are paid. Proof of available financing through cash in bank, secured loan commitments, and/or project lines of credit is required.

1.c.7 Payment Process The program operates fully as a reimbursement grant program and the owner is responsible for paying for all agreed upon improvements and payment of grant funds will be made only upon satisfactory completion of the items in the approved scope of work and payment of renovation expenses.

- No reimbursement shall be paid to the owner until periodic inspection of the work has been completed by the TOH or its representative. All completed work shall comply with all applicable building codes and standards.
- To substantiate work costs, owners must provide the following:
 - written contracts;
 - bank documents;
 - copies of invoices for materials and labor;
 - cancelled checks;
 - lien releases;
 - and any other documents deemed reasonably necessary by TOH or required by HTFC to maintain effective internal controls.
- Cash payments/cash receipts are not permitted and will not be reimbursed

1. d. Project Review & Selection Process

The Town of Hempstead will use the following project selection criteria and project review and selection process. This process will be used consistently throughout the term of the DRI Grant/Loan program.

1.d.1 Project Application

- Applications for funding will be available during a period to be determined and specified by the TOH. Applications must be submitted and deemed complete by the TOH prior to the determined close date to be eligible for funding. The TOH has prepared an application (hard copy and/or online) with instructions. The application materials outline the program requirements and selection priorities. The application requests all information necessary to fully review the project for eligibility.
- The TOH will advise applicants on the disposition of an application within 30 business days by email.

1.d.2 Project Review Committee

- The Project Review Committee will implement the project selection process and generate funding decisions. The planned members include the TOH Department of Planning and Economic Development's Commissioner, the Director of Community Development, and two Community Research Assistants.

1.d.3 Project Selection and Review Criteria - Formal project selection and review criteria must be established prior to roll out of the DRI Grant/Loan program. Project selection criteria must afford priority to:

- Projects that are visually prominent in downtown Baldwin;
- Projects with historic value or historic properties in danger of being lost in part or in total to disrepair or damage;
- Projects that with the assistance of grant/loan funds, will reduce blight, contribute to the economic recovery of the target area, or realize a stabilization or expansion of a Downtown business;

Project Scoring - Projects will be selected based on the impact it will have within the target area of Baldwin. Projects will be scored based on the following criteria:

- Readiness- projects that provide proof of overall feasibility and readiness such as proof of ownership, documentation that 100% of the financing for the project is in place, reasonable construction timeline (up to 20 points).
- Physical Impact- projects that are visually prominent downtown, have historic value, are in danger of being lost, bring existing properties into compliance with design guidelines, that are transformative beyond normal maintenance (up to 30 points).
- Economic Impact- projects leveraging grant funds with private investment that with the assistance of grant funds, will reduce blight and vacancies, contribute to the economic recovery of the target area, or realize a stabilization or expansion of downtown tax base, businesses and/or jobs (up to 20 points).
- DRI Priorities- projects that advance the goals and priorities of the Baldwin Community Investment Strategy including enhancing and beautifying the cultural, recreational, and community assets of the DRI Area to transform Downtown Baldwin to an active and vibrant center that serves the needs of a diverse and

engaged citizenry and projects to promote a unique Baldwin cultural identity, building on existing historic and cultural organizations to include building façade improvements, and unified branding to encourage a more visually appealing downtown. (up to 30 points).

1.d.4 Project Selection Documentation

- The TOH will retain clear documentation of each project selection committee decision in its program files. This documentation will include an eligibility determination for each application reviewed, and a justification for each project selection decision. This documentation will include all relevant project review or scoring memos, Project Selection Committee meeting minutes, board approval of projects or other related correspondence.

1. e. Design Standards

TOH will develop design guidelines and identify a clear design reference document for projects involving exterior renovations. For example; TOH will develop design guidelines for exterior renovations. These guidelines will be consistent with the requirements of the State Historic Preservation Office, Housing Trust Fund Corporation (HTFC), and TOH. TOH will enforce the standards throughout the development process.

1. f. Housing Trust Fund Corporation Approval

Projects approved locally will be submitted to Housing Trust Fund Corporation (HTFC) for review and approval prior to notifying property or business owner of formal funding approval. The submission to HTFC will include:

- Property location information
- Business information
- Project scope of work
- Project cost estimates
- Award amount
- Total project cost
- Proposed payment structure
- Projected outcomes, e.g. units assisted, jobs created/retained

2. Project Development

2. a. Environmental Review

Prior to the commitment or expenditure of program funds, the environmental effects of each activity will be assessed in accordance with the State Environmental Quality Review Act (SEQR). TOH will submit all required environmental review paperwork according to the requirements outlined in the HTFC Environmental Compliance Handbook.

2. b. Work Write-up / Scope of Work

Once a project application has been formally selected for DRI Grant/Loan program assistance, TOH will meet with the property owner to develop the formal project scope of work and explain program requirements related to design, environmental hazards, and energy efficiency.

A formal written scope of work or description of the use of funds is required. The scope of work for a participating renovation project must address:

- Immediate health and safety concerns;
- The correction of existing code violations;
- Environmental hazards;
- Installation of energy conservation measures;
- Accessibility for persons with disabilities;
- Consistency with any other local program design guidelines; and
- Preservation of historical elements of the building.

TOH is responsible for coordinating renovation work write-ups with local code officials, the State Historic Preservation Office, and other regulators. If needed, additional experts must be consulted. Both the Town and the property owner must sign-off on the formal scope of work.

2. c. Contractor Selection

The TOH will establish a list of contractors able to perform work in compliance with applicable standards. The Town will create a formal Request for Qualifications (RFQ) process to provide contractors and professional service providers an equal opportunity for consideration. All contractors must supply references and proof of proper insurance. Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage. TOH, State of New York and the Housing Trust Fund Corporation must be listed as additional insured. TOH will use this list to solicit bids or quotes for the project activities. Additional contractors can be added to the list at a time; however, references and proof of proper insurance must be supplied to TOH and approved.

EEO & MWBE Requirements

TOH is required to comply with Articles 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs"). TOH's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. Please visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <<http://www.esd.ny.gov/MWBE.html>>.

TOH must submit a Contractor Bid Solicitation Plan with the grant agreement. This Plan will identify a minimum of four certified MWBE firms that will be included in the bid solicitation process. Once the contractor/vendor selection process is complete, TOH must report to HTFC on the use of certified MWBE firms.

Procurement & Bidding

TOH will complete a procurement process for all activities to be reimbursed with TOH funds. A minimum of two bids or proposals will be obtained and reviewed for all project costs, including but not limited to purchases, services and renovation, administration or professional service activities. This process is required to establish the reasonableness of project costs. The procurement process will be free of collusion or intimidation, and the TOH will exercise appropriate oversight over the

entire process to ensure that it is fair, efficient and free of actual and perceived conflicts of interest. A clear, written, scope of work for the project, as outlined in Work Write-up / Scope of Work section, must be the basis for the bids or proposals. All bidders must have equal access to relevant information, including information on the property itself. The bids or proposals for all activities must be submitted directly to the TOH by the contractor. TOH will advise the property owner of acceptability of bids/proposed cost. TOH shall select the lowest responsible bidder. If the property owner chooses other than the lowest bidder, re-imburement will be based on the amount of the lowest bid. TOH will document the bid solicitation, review and selection process and save such documentation in its project files.

Conflicts of Interest

Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. A contractor cannot receive DRI funds for work done on property that he or she owns, or a property that is owned by an immediate family member. An immediate family member includes a spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law. Prior to commencing a project where there is a possible conflict of interest, TOH must review the eligible work items with HTFC staff.

2. d. Contracting Procedures

TOH will enter into a contract with the property or business owner to provide the program financial assistance. The contract will outline the roles and responsibilities for both the TOH and the participating property or business owner.

At a minimum, the contract will specify:

- Agreed upon scope of work;
- Projected amount of financial assistance awarded;
- Estimated project timeline;
- Regulatory term or repayment provisions;
- Requirement to sign a photo release form permitting the TOH and HTFC to use photographs of the assisted business or property;
- Requirement to engage a contractor and begin activities within 30 days of formal TOH approval;
- Payments structure, timing;
- TOH has the right to inspect work at any time;
- TOH may terminate the award and cancel the contract should the work or purchases be inconsistent with the program rules outlined, agreed upon scope of work or project design, stated timeline or if insurance is not maintained by the participating contractor.

3. Construction Management/Quality Control

3. a. Construction Monitoring

TOH retains the right to inspect or audit work in progress at any point. TOH must perform periodic inspections of renovation activities to monitor adherence with program rules,

environmental hazard compliance, and general project progress. These visits must be documented in TOH project files.

3. b. Final Inspection

A final inspection or review of project activities by the TOH is required for each participating project. A final report or reconciliation must be submitted to HTFC to formally document completion of project activities.

4. **Financial Management**

TOH's chief financial officer will be responsible for all financial transactions under this contract. TOH must have a written policy on internal controls and use this policy to determine the process for review and approval of requests for disbursement of funds from HTFC. An Authorized Signature Form must be completed to designate the representative(s) authorized to sign disbursement requests and must reflect the TOH's written policy on internal controls.

5. **Ongoing Maintenance / Regulatory Term**

All assistance is in the form of a reimbursable grant with a five (5)-year compliance period. Property owners will be required to execute a Declaration document committing to this compliance period. Should the property owner sell the property within the five (5)-year timeframe, they will be responsible for repaying a portion of the grant funding received. A Declaration Form will be filed with the County Clerk to secure this obligation and the following repayment schedule will apply:

Months 0-12:	100% repayment due
Months 13-24:	80% repayment due
Months 25-36:	60% repayment due
Months 37-48:	40% repayment due
Months 49-60:	20% repayment due
Months 60 and beyond:	0% repayment due

6. **Program Compliance**

6. a. Conditions

Housing Trust Fund Corporation reserves the right to change or disallow aspects of the application and may make such changes conditions of its commitment to provide funding to a project or program. TOH will address any additional requirements or conditions of approval.

6. b. Covenants of the Recipient

TOH will comply with all applicable statues, guidelines, regulations, policies and procedures of the program. Any defect or departure from the approved Administrative Plan must be requested and approved in writing. TOH must refer to the Grant Agreement and associated schedule(s) for a summary of the awarded program activities, budget and projected accomplishments.

7. **Conflicts of Interest**

Under certain circumstances, an applicant for State or federal funding may have a "conflict of interest". For example, a conflict of interest may be present if the applicant is related to an

employee, officer, Project Review Committee member, or elected official of the TOH. There are other cases where a conflict of interest may also be present. Applicants will be required to complete a Conflict of Interest Disclosure Form to determine if a conflict of interest exists. If a conflict of interest does exist, the TOH will make a formal determination and provide it to HTFC staff to document the decision. The TOH has a Code of Ethics and Conflict of Interest Policy which can be reviewed in its entirety at https://hempsteadny.gov/files/pdfs/tb_codeofethics.pdf?v1.1. Municipalities must adhere to Article 18, "Conflicts of Interest of Municipal Officers and Employees," of the NYS General Municipal Law.

Schedule C

Participation By Minority Group Members, Women And Service Disabled Veterans With Respect To State Contracts: Requirements And Procedures

I. General Provisions

- A. The Housing Trust Fund Corporation (HTFC) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations"), and New York State Executive Article 17-B and 9 NYCRR Section 252 ("SDVOB Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Recipient agrees, in addition to any other nondiscrimination provision of this agreement and at no additional cost to the HTFC, to fully comply and cooperate with the HTFC in the implementation of New York State Executive Laws Article 15-A and 17-B. These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VI of this Schedule or enforcement proceedings as allowed by this Agreement.

II. Contract Goals

- A. For purposes of this Agreement, the HTFC hereby establishes a goal of, 22% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs and SDVOBs on this Agreement and achieving the Contract Goals established in Section II-A, Recipient should reference the directory of New York State Certified MBWEs found online, here:

<https://ny.newnycontracts.com/> and certified SDVOBs found online, here:
<https://online.ogs.ny.gov/SDVOB/search>
- C. Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development's assigned Compliance Officer to discuss additional methods of maximizing participation by MWBEs on this Agreement.
- D. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Agreement. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this Agreement, such a finding constitutes a breach of contract and Recipient shall be liable to the HTFC for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

- B. Recipient shall comply with the following provisions of Article 15-A:
 - 1. Recipient and its subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

 - 2. The Recipient and its subcontractors shall submit an EEO policy statement (form available) to the HTFC with its Bid Solicitation Plan in accordance with the NYS Homes and Community Renewal (HCR)'s Office of Economic Opportunity and Partnership Development procedures. If Recipient or its subcontractors do not have an existing EEO policy statement, a sample form can be found on the HCR website.

 - 3. Recipient's EEO policy statement shall include the following language:
 - a. The Recipient or its subcontractors will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

 - d. The Recipient will include the provisions of sections (a) through (c) of this subsection, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Agreement.

 - 4. Recipient or its subcontractors will comply with both Executive Law Article 15A and Executive Law Article 15, including, but not limited to Section 296.

IV. Contractor Bid Solicitation Plan

- A. The Recipient represents and warrants that Recipient will submit a Contractor Bid Solicitation Plan either prior to, or within 60 days of work being assigned and described under this Agreement or subsequent work order hereunder.

- B. Recipient agrees to use such Contractor Bid Solicitation Plan to outline marketing and outreach efforts planned to expand contracting opportunities for certified MWBEs on this project pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.

C. Recipient further agrees that a failure to submit and/or use such Contractor Bid Solicitation Plan shall constitute a material breach of the terms of this Agreement. Upon the occurrence of such a material breach, the HTFC shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

V. Request for Waiver

A. If the Recipient, after making good faith efforts, is unable to comply with the MWBE goals, the Recipient may submit a Request for Waiver (Form PROC-3) documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the Agency(ies) shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

B. If HTFC, upon review of the Bid Solicitation Plan, and other supporting documentation including the Bid Solicitation Log and Certification of Good Faith Efforts Utilization Plan determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regard to such non-compliance, the Agency(ies) may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Liquidated Damages

In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, that such a finding constitutes a breach of Contract and the Agency(ies) may withhold payment from the Recipient. Such liquidated damages shall be calculated as an amount equaling the difference between (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

VII. Reporting

Recipient is required to submit the related Project Detail Sheet and Affirmation of Income Payment to MBE/WBE and/or SDVOB at the time of a related request for reimbursement.

VIII. Forms

The required forms can be found on the HCR website at <https://hcr.ny.gov/downtown-revitalization-initiative-dri-forms>.

Case No.

Resolution No.

Adopted:

Councilmember

moved the following resolution's adoption:

**RESOLUTION AUTHORIZING THE TOWN
OF HEMPSTEAD'S DOWNTOWN
REVITALIZATION INITIATIVE CONTRACT
"TO ESTABLISH A UNIQUE BALDWIN
IDENTITY WITH A BRANDING AND
MARKETING PROGRAM" WITH NEW
YORK STATE**

WHEREAS, the State of New York did award Downtown Revitalization Initiative funding for the hamlet of Baldwin to the Town of Hempstead; and,

WHEREAS, the State delivered a contract to "Establish a Unique Baldwin Identity with a Branding and Marketing Program" (the "Contract") to effectuate the funding process; and,

WHEREAS, this Board finds it in the best interest of the Town and Baldwin to authorize the Contract;

NOW, THEREFORE, BE IT

RESOLVED, the Contract to "Establish a Unique Baldwin Identity with a Branding and Marketing Program" with New York State to effectuate the Downtown Revitalization Initiative funding process is hereby authorized, ratified, and confirmed, and the appropriate Town officers and employees are authorized to execute the Contract as required in the Contract.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Approved as to form

ms Reym

Deputy Town Attorney

Dated 5/14/22

Item # 36

Page 1 of 1
Case # 30114

INSTRUCTIONS FOR NEW DRI CONTRACTS

Master Grant Contract and Signature Pages

Review all sections and attachments of the contract and let us know if you have any questions or concerns before signing and submitting the contract. If you need to make any changes to any part of the contract, please indicate so in writing to DOS (please do not handwrite changes into the contract). Some specific areas of interest:

- Page 1 of the Face Page - confirm that all information entered is correct (Contractor (Recipient) Name & Address, Federal Tax ID number, Vendor ID number, Contractor Status/Exemption Codes and, if applicable, Charities Registration number).
- Page 2 of the Face Page - verify that the Current Contract Funding Amount is correct. Also, verify that the Current Contract Term and Period listed reflects the time period during which the project activities are to be undertaken and project costs incurred. Be advised that activities and related costs occurring outside of this time period will not be eligible for reimbursement.
- Page 6 of Attachment A-1, verify that the Supervisor's contact information is complete and correct.
- Review the budget in Attachment B to confirm that the costs anticipated for this project are accurately reflected. Verify that costs listed in: A. Salaries are for time spent by official employees of Recipient only; B. Travel, C. Supplies, and D. Equipment are for costs incurred directly by the Recipient; E. Contractual is for contractors procured directly by the Recipient only; and F. Other contains other relevant costs which do not fit into the previous categories.
- Also in Attachment B, Category E, confirm that the name and address of any known subcontractors are listed. If you know the subcontractor(s) that will be performing any of the work in Category E (even if it's another municipality), this information must be listed in the contract. If a subcontractor has not yet been selected for a particular item, "To be determined" should be indicated.
- Review the project description and tasks in Attachment C to confirm that the project description and tasks are accurately reflected.

Signature Pages

The person authorized to execute this contract should sign each of the three signature pages in blue ink and have their signature notarized. These pages should be notarized on the same day that they are signed and each page must contain original signatures and notaries. All signature fields and notary fields must be filled out. Signature pages containing white out cannot be accepted.

Contact Update Form

Complete the form to indicate the name and address of the Town of Hempstead and the contact information for the Supervisor. You may also enter the name and contact info for up to (2) additional contacts to receive contract-related correspondence from DOS and (1) additional contact to receive MWBE-related correspondence from DOS.

- Make sure that the official mailing address of the Recipient is correct and complete.
- Verify/correct the contact information for the Supervisor. Make sure all fields are complete.

- Contact person #1 and #2 – confirm that the correct people are listed. Ideally we'd like to see the grant administrator and project manager listed. Verify/correct/provide the names and contact information for each of the contacts. Make sure all fields are complete.
- MWBE Contact – enter the person who will be responsible MWBE goals and updates for this contract. Provide the name and contact information. Note that this person must be an employee of the Town of Hempstead.
- Note that each email address must be unique (do not enter the same email address for two different individuals).

Contract Review Form

Answer all questions on the form based on your review of the contract. If any questions are answered "NO", a written explanation must be attached. The form should be signed and dated by the Supervisor. Provide the contact information for the person that we should contact if we have questions during the contract execution process.

MWBE Forms A, B, D and D-1

Form A (EEO Policy Statement) – MWBE Form A is required for contracts with a State Funding Amount over \$25,000 (for planning projects) or over \$100,000 (for construction projects). The form should be completed to show your agreement to enact the state's EEO policy related to this contract. Note that if the Recipient already has an EEO policy in effect, a copy of that policy may be submitted in place of Form A. If completing Form A:

- At the top, there are two blank lines. Fill in the authorized employee's name and their title
- Fill out the bottom section and have signed by an authorized employee of the Recipient.
- Fill in the Name of the Designated Liaison – must be an employee of the Recipient.
- MWBE goals – confirm the MBE and WBE goals are accurate for this contract (see Attachment B-1 for more information).
- EEO goals – enter the Recipient's current EEO goals. If the Recipient does not have EEO goals, enter zero for both goals. This section cannot be left blank.
- Fill out the bottom section and have signed by an authorized employee of the Recipient.

Form B (Staffing Plan - Grantee) – MWBE Form B is required for contracts with a State Funding Amount over \$250,000. The form is to be filled out by the Recipient to show the characteristics of the individuals who are anticipated to be working on the project in any capacity. To complete the form:

- Confirm that the offeror's (grantee) name and address are accurate.
- Check whether the information provided will reflect the work force utilized for this project, or total work force. Either one is acceptable.
- In the table, enter the information to show the characteristics of individuals in the organization who are anticipated to be working on the project in any capacity.
- Make sure to complete the "Total" line for each column.
- Fill out the bottom section and have signed by an authorized employee of the Recipient.

Form B (Staffing Plan – Subcontractor) – MWBE Form B is required from subcontractors listed in Appendix B of the contract (for contracts with a State Funding Amount over \$250,000). The form should be completed as outlined above, except enter their company name for reporting entity and have signed by an authorized employee of the subcontractor.

Form D (Utilization Plan) – MWBE Form D is required if an MWBE goal is listed in Attachment B of the contract. This form is to be filled out by the Recipient to indicate any state-certified MWBE firms who have been selected to work on this contract. If no state-certified MWBE firms have yet been selected, Form D-1 (Compliance Certification Letter) should be submitted instead. If completing Form D:

- Confirm that the Offeror's (Grantee) name, address, telephone number, and federal tax ID are accurate.
- In the table, enter the names of the specific state-certified MWBE firms who have been selected to perform work on this contract. Indicate whether they are MBE and/or WBE and include a description of work and amount. Please check the NYS MWBE directory to confirm MWBE certification at: <https://ny.newnycontracts.com>.
- If the MWBE firm is a subcontractor of another hired vendor, please indicate that in the description.
- Fill out the bottom section and have signed by an authorized employee of the Recipient.

Important: If additional MWBE firms are selected to perform work on this contract in the future, an updated Form D containing *all* hired MWBE firms should be submitted within two weeks following the selection.

Form D-1 (Compliance Certification Letter) – This form is to be filled out when the Recipient has not yet selected any state-certified MWBE firms. The form should be completed to certify that the Recipient will comply with the MWBE goals in the contract and will complete and submit Form D (Utilization Plan) within two weeks following selection of an MWBE firm. To complete the form:

- In the first line, fill in the authorized representative's name.
- At the bottom, have signed by an authorized employee of the Recipient and fill in that individuals name, title and contact info (phone number and email address) as well as the date signed.

Vendor Responsibility Questionnaire

The Vendor Responsibility Questionnaire (VRQ) must be completed under the following circumstances only:

- If the contract Recipient listed on the face page is a Not-for-Profit (NFP), and the contract amount is \$50,000 or more, the NFP must complete the VRQ (municipalities are exempt from VRQ).
- If the contract Recipient (NFP or municipality) has any known subcontractors for \$100,000 or more, the vendor(s) must complete the VRQ.

To complete the VRQ, please go to <https://www.osc.state.ny.us/vendrep/index.htm>. Please note that the information provided must be updated every 6 months. If you have questions about VendRep, please contact them at (866) 370-4672 or ITservicedesk@osc.ny.gov.

In addition, the following documents must be submitted to support the VRQ:

- Proof of Workers' Compensation Coverage (Form C-105.2, U-26.3, SI-12, SIG-105.2 or CE-200).
- Proof of Disability Coverage (Form DB-120.1, DB-155, or CE-200).

NFP's should also check to be sure that their annual charities filings are up-to-date.

Grants Gateway

Please confirm that you are currently registered (for municipalities) or prequalified (for not-for-profits) in the Grants Gateway. Your information must be periodically updated. To complete the registration or prequalification process and/or verify your status, please go to <http://www.grantsreform.ny.gov/grantees>. If you have questions about the grants gateway, please contact them at grantsreform@its.ny.gov.

NYS Contract System

Please confirm that you are currently registered in the NYS Contract System (NYSCS). Please go to <https://ny.newnycontracts.com> to complete the registration process. If you have any questions, or are unsure if you are already registered, please contact NYSCS at one of the email addresses listed here: <https://ny.newnycontracts.com/FrontEnd/ContactUs.asp?TN=ny&XID=7662>.

Submitting Contract Package for Execution

Once everything is reviewed and signed, submit the following:

- Contract Review Form.
- Contact Update Form.
- All three original signature pages.
- MWBE Forms A and B, and D or D-1 (depending on which are applicable).
- VRQ information, if required (see above):
 - A scan of the completed Vendor Responsibility Questionnaire(s).
 - Proof of Workers' Compensation and Disability Coverage.

Submit the above documents within 15 days to opdcontracts@dos.ny.gov for processing.

When the above is received, we will review then forward the contract to our Fiscal office, who will have it executed by the State. The execution process usually takes about 2 months. When fully executed, a copy of the contract will be emailed to the Recipient.

In the meantime, if you would like to check on the execution status of a contract please visit: <http://wwe2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>. Search contracts by Agency Name, Vendor Name and/or Contract Number. If the contract is listed in the search results, it means the contract has been executed. The exact execution date can be found in the last column. You can expect to receive official notification from us within a couple of weeks after execution. Note, if your contract begins with the letter "T", it may not be listed on this website – please contact us directly for updates.

If you have questions, please contact Courtney DiTonno at 518-486-9569 or opdcontracts@dos.ny.gov or your project manager Jeannette Rausch at 212-459-7979 or jeannette.rausch@dos.ny.gov.

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Town of Hempstead
One Washington Street
Hempstead, NY 11550

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: #C1001870

Page 1 of 1, Master Contract for Grants - Signature Page

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Town of Hempstead
One Washington Street
Hempstead, NY 11550

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: #C1001870

Page 1 of 1, Master Contract for Grants - Signature Page

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Town of Hempstead
One Washington Street
Hempstead, NY 11550

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contact Update Form

Please update/specify information for up to (3) people to receive contract related correspondence from DOS. Ideally we would want to see the CEO, grant administrator, and project manager listed on this form. An MWBE contact can also be added, this person will receive only correspondence specific to MWBE. All changes should be made in the Changes/Additions/Corrections column.

Changes/Additions/Corrections

Official mailing address of the Town of Hempstead	Town of Hempstead One Washington Street Hempstead, NY 11550	
Supervisor of the Town of Hempstead:	Name: Donald Clavin, Jr. Title: Supervisor Affiliation: Town of Hempstead Email: donclavin@tohmail.org Phone: 516-812-3296	
Contact Person #1:	Name: John Rottkamp Title: Commissioner Affiliation: Town of Hempstead Email: JohnRot@TOHMail.Org Phone: 516-538-7100	
Contact Person #2:	Name: Gina Martini Title: Senior Project Manager Affiliation: VHB Email: GMartini@VHB.Com Phone: 914-467-6613	
MWBE Contact:	Name: Matthew Hirsch Title: Deputy Commissioner Affiliation: Town of Hempstead Email: MattHir@TOHMail.Org Phone: 516-538-7100	

Contract Review Form

- On Face Page (page 1), are the Contractor Name, Federal Tax ID Number and NYS Vendor ID Number correct? ~~YES~~ NO
- On Face Page (page 2), does the Current Contract Term and Period reflect the time period during which all project costs will be incurred? ~~YES~~ NO
- In Attachment B, does the budget accurately reflect the anticipated costs and MWBE goals for the project? ~~YES~~ NO
- In Attachment B, Category E, are all known subcontractors accurately reflected? ~~YES~~ NO
- In Attachment C, does the project description and work program tasks accurately reflect the work to be undertaken for the project? ~~YES~~ NO
- Confirm that the Town of Hempstead is registered in the Grants Gateway and the NYS Contract System. ~~YES~~ NO
- Confirm that MWBE Form A (or copy of EEO policy) is included in this submission. ~~YES~~ NO
- Confirm that MWBE Form B (for grantee and any known subcontractors) are included in this submission (for contracts over \$250,000). YES NO
- Confirm that MWBE Form D or ~~MWBE Form D-1~~ is included in this submission, and that MWBE Form D will be resubmitted each time any new MWBE subcontractors are selected during the life of the contract. ~~YES~~ NO
- Confirm that the Vendor Responsibility Questionnaire has been completed for any known subcontractors listed for \$100,000 or more, and that their Disability and Workers' Comp certificates are included in this submission. ~~YES~~ NO
- Confirm that all appropriate financial documentation related to this contract will be retained during the life of the contract and for six years following the final contract payment, and that the documentation will be submitted as necessary to support payment requests and/or as requested by DOS. ~~YES~~ NO
- Confirm that all documentation related to procurements under this contract, including documentation related to Good Faith Effort to secure MWBE utilization, will be retained during the life of the contract and submitted as requested by DOS (see attached document "MWBE Good Faith Effort Documentation"). ~~YES~~ NO

*****If any questions above are answered "NO", a written explanation must be attached to this form*****

Signature of the Supervisor: _____

Date: _____

Enter the name, phone number and email address of the individual(s) that we should contact if we have questions while executing this contract:

Name: Matthew Hirsch Phone: 516-538-7100
Email Address: MattHir@TOHMail.Org

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBE) PROGRAM AT THE DEPARTMENT OF STATE (DOS)

Overview

Article 15-A of the NYS Executive law was enacted on July 19, 1988, to promote equality of economic opportunities for MWBEs and to eliminate barriers to their participation in state contracting.

DOS aspires to meet our agency-wide MWBE goal of 30% utilization. The MWBE requirement applies to Contracts, including Grants, with value over:

- \$25,000 for commodities and services
- \$100,000 for construction

DOS participates in the statewide requirement to provide procurement opportunities for MWBEs.

The Bureau of Fiscal Management administers the Department's MWBE Program.

How does it apply to you?

- Under 5 NYCRR §142.8, DOS contractors are required to make "good faith efforts (GFE)" to provide meaningful participation to MWBEs as subcontractors or suppliers in the performance of their contracts.
- The contract's specific MWBE goals can be identified in the RFA and/or the budget page in applicable contracts.
- Goals apply to qualified (subbed out/procured) budget lines of all applicable contracts.
- Contractors should set up an account in the New York State Contract System (<https://ny.newnycontracts.com>) for submitting utilization plans and reports. ***100% federally funded contracts are not required to use the system.**



Your Responsibilities Under Article 15-A

1

Within ten days of receipt of the award notification from DOS, submit:

- Form A - MWBE/EEO Policy Statement
- Form B - Staffing Plan (if contract > \$250,000)
- Form D - MWBE Utilization Plan OR
- Form D-1 - MWBE Certification Letter

Forms are available at: www.dos.ny.funding/mwbe

2

Throughout the contract term:

- Report payments to MWBE subcontractors as soon as those payments are made, through the system OR submit Form F - Quarterly MWBE Utilization
- Submit Form C - Workforce Utilization.
- Communicate with your contract's Program Manager through the system.

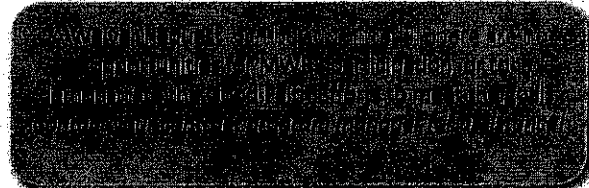
How to meet the MWBE goals?

The number of certified MWBE vendors keeps growing!

Find eligible businesses through the NYS MWBE Directory located at:

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

Only the use of New York State-certified MWBEs will count towards meeting NYS contract goals.

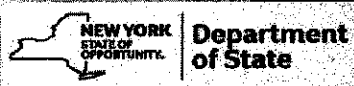


For additional information about the MWBE Program, contact:

The Empire State Development's Division of Minority and Women-owned Business Enterprises at (212) 803-2414

Website: <https://ny.newnycontracts.com>

For certification: <https://esd.ny.gov/mwbe-new-certification>

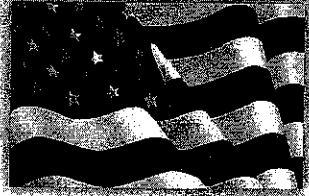


For questions or assistance with achieving and reporting MWBE utilization, contact the Bureau of Fiscal Management at 518-474-2754 or dos.sm.mwbe@dos.ny.gov

SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISES (SDVOB) PROGRAM AT THE DEPARTMENT OF STATE (DOS)

Overview

Article 17-B of the Executive Law, enacted on May 12, 2014, recognizes veteran's service to and sacrifice for our nation. It is New York State's policy to promote and encourage the continuing economic development of service disabled veteran-owned businesses, and allows eligible business owners to become certified as a New York State Service Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities.



New York State has established a statewide SDVOB goal of **6%**, to improve contracting opportunities for SDVOB certified vendors.

DOS participates in the statewide requirement to provide procurement opportunities for SDVOB.

The **Bureau of Fiscal Management** administers the Department's SDVOB Program.

Did you know???

Utilizing SDVOB vendors in your contracts will support NYS' efforts to improve the businesses owned by those who served our nation, create more private sector jobs, and maximize economic activity, to the mutual benefit of the communities

How does it apply to you?

DOS grantees and contractors are requested to make every effort, to the maximum extent possible, to:

- ◆ Engage certified SDVOBs in the purchasing of commodities, services and technology, in the performance of their DOS contracts, and
- ◆ Report any SDVOB vendor utilization achieved.

How to achieve SDVOB Utilization

Find **eligible businesses** at the NY State SDVOB Directory located at: <https://online.ogs.ny.gov/SDVOB/search>. Only the use of **New York State-certified SDVOBs** will give you credit for SDVOB utilization.

New certified SDVOB vendors are frequently being added to the Directory!

SDVOB vendors are available in the following categories:

- Commodities
- Construction
- Construction Professional Services
- Financial Services
- Consulting & Other Services (Business, Management, Administrative, IT, Media, Transportation, Equipment, Miscellaneous)



Need Help?

The Bureau of General Services, Division of Service Disabled Veterans' Business Development administers the NYS SDVOB Program.
Phone: 518-474-2015
Email: VeteransDevelopment@dps.ny.gov
For certification: <https://ogs.ny.gov/veterans/>

For questions or assistance with achieving and reporting SDVOB utilization, contact the Bureau of Fiscal Management
518-474-2754 or dos.sm.sdvob@dps.ny.gov



FORM A
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the _____, agree to adopt the following policies with respect to the project being developed or services rendered at the Town of Hempstead:

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 20_____

By: _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

30.00% Minority and Women's Business Enterprise Participation

15.00% Minority Business Enterprise Participation

15.00% Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

FORM B - STAFFING PLAN (Grantee)

Solicitation No.: C1001870	Reporting Entity: Town of Hempstead	Report includes Contractor's/Subcontractor's: <input checked="" type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name: Town of Hempstead		<input checked="" type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor
Offeror's Address: One Washington Street Hempstead, NY 11550		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification						Disabled		Veteran	
		Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)	(M) (F)	(M) (F)			
Officials/Administrators													
Professionals													
Technicians													
Sales Workers													
Office/Clerical													
Craft Workers													
Laborers													
Service Workers													
Temporary /Apprentices													
Totals													

PREPARED BY (Signature):	TELEPHONE NO.: 516-538-7100 EMAIL ADDRESS: MattHir@TOHMail.Org	DATE:
NAME AND TITLE OF PREPARER (Print or Type): Matthew Hirsch, Deputy Commissioner	Submit completed with bid or proposal	

FORM B - STAFFING PLAN (Subcontractor)

Solicitation No.: C1001870	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input checked="" type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name: Town of Hempstead		<input type="checkbox"/> Offeror <input checked="" type="checkbox"/> Subcontractor
Offeror's Address: One Washington Street Hempstead, NY 11550		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification										
		Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)	Disabled (M) (F)	Veteran (M) (F)				
Officials/Administrators														
Professionals														
Technicians														
Sales Workers														
Office/Clerical														
Craft Workers														
Laborers														
Service Workers														
Temporary /Apprentices														
Totals														
PREPARED BY (Signature):							TELEPHONE NO.:				DATE:			
							EMAIL ADDRESS:							
NAME AND TITLE OF PREPARER (Print or Type):										Submit completed with bid or proposal				

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM B) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the DOS Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

FORM D – M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: Town of Hempstead
Address: One Washington Street
City, State, Zip Code: Hempstead, NY 11550
Telephone No.: 516-812-3296
Region/Location of Work: LI

Federal Identification No.:
Project/Contract No.: C1001870

M/WBE Goals in the Contract: MBE 15.00% WBE 15.00%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
C.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
D.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
E.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

F.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.				
PREPARED BY (Signature):		TELEPHONE NO.:	EMAIL ADDRESS:	
DATE:		FOR M/WBE USE ONLY		
NAME AND TITLE OF PREPARER (Print or Type):		REVIEWED BY:	DATE:	
<p> SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT. </p>		<p> UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ </p>		

MWBE COMPLIANCE CERTIFICATION LETTER (FORM D-1)

I, Matthew Hirsch, a duly authorized representative of the Town of Hempstead (hereinafter, "Applicant"), acknowledge by my signature below that Applicant is committed to show due-diligence and to comply with the established MWBE goals and requirements set forth in RFA No. 21-DRI-24 (hereinafter, the "RFA") with the NYS Department of State (DOS).

Applicant understands that submitting an MWBE Utilization Plan – Form D will be a requirement if awarded the Contract. As hereby authorized and directed by DOS, applicant acknowledges and agrees that, following contract execution, it shall submit the MWBE Utilization Plan – Form D for the Contract within two weeks after selection of any vendor or subcontractor for the provision of MWBE-applicable purchases or contractual services to be undertaken in furtherance of the Contract. The Contractor shall be required to adhere to an such MWBE Utilization Plan in the performance of the Contract, and a failure to so submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. It is further acknowledged and agree that this document shall not under any circumstances be construed as constituting a waiver or release, in whole or in part, of any provision of the RFA or Contract or of any rights, obligations or remedies that may be available to DOS or Contractor.

Date:

Signature: _____

Contract Number: C1001870

Name: Matthew Hirsch

Contract Description: Establish a Unique
Baldwin Identity with a Branding and Marketing
Program

Title: Deputy Commissioner

Contact Information: MattHir@TOHMail.Org
516-538-7100



**Department
of State**

MWBE GOOD FAITH EFFORT DOCUMENTATION

The following documentation of Good Faith Effort made by the Grantee to secure MWBE utilization for goods and/or services procured under this contract should be retained during the life of the contract and submitted to DOS upon request:

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

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY:</p> <p>NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231</p>	<p>BUSINESS UNIT/DEPT ID:</p> <p>CONTRACT NUMBER: C1001870</p> <p>CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>HEMPSTEAD TOWN OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>n/a</p>	<p>PROJECT NAME:</p> <p>Establish a Unique Baldwin Identity with a Branding and Marketing Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS VENDOR ID Number: Federal Tax ID Number: DUNS Number (if applicable): n/a</p>	<p>AGENCY IDENTIFIER:</p> <p>21-DRI-24 (LI)</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>n/a</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Town of Hempstead One Washington Street Hempstead, NY 11550</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: n/a</p> <p>Exemption Status/Code: 3A/02</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: FROM: 1/1/2022 TO: 12/31/2026</p> <p>CURRENT CONTRACT PERIOD: FROM: 1/1/2022 TO: 12/31/2026</p> <p>AMENDED TERM: FROM: TO:</p> <p>AMENDED PERIOD: FROM: TO:</p>	<p>CONTRACT FUNDING AMOUNT: (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount)</p> <p>CURRENT: \$250,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCES:</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	---

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

<p><input checked="" type="checkbox"/> Attachment A:</p> <p><input checked="" type="checkbox"/> Attachment B:</p> <p><input checked="" type="checkbox"/> Attachment C: Work Plan</p> <p><input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input type="checkbox"/> Other:</p>	<p><input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions</p> <p><input type="checkbox"/> A-2 Federally Funded Grants</p> <p><input checked="" type="checkbox"/> B-1 Expenditure Based Budget</p> <p><input type="checkbox"/> B-2 Performance Based Budget</p> <p><input type="checkbox"/> B-3 Capital Budget</p> <p><input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)</p> <p><input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)</p> <p><input type="checkbox"/> B-3(A) Capital Budget (Amendment)</p>
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**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence: In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V)

forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in

accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any

regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

B. Renewal:

1. **General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. **Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. **Grounds:**

a) **Mutual Consent:** The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) **Cause:** The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination:*

a) Service of notice: Written notice of termination shall be sent by:

- (i) personal messenger service; or
- (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

- (i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- (ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business

days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract

Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

5. payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
6. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
7. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
8. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.
2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting

Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m.

until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A- 87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

- a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
- b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees

that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where

the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;

- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non- Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

⁹ Not applicable to not-for-profit entities.

paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Agency Specific Clauses (revised 4/21/20)

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications, regardless of the amount of the modification. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

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

C. Applicable Terms

In addition to the criteria set forth in IV(E)(1)(b) of the Standard Terms and Conditions, documentation of personal service expenditures shall:

1. Be based upon actual work performed;
2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and
3. Comply with the Contractor's established accounting policies.

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

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual

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property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars, including but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.
2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.

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4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. In addition to the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

I. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and

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submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name: Laurissa Garcia
Title: Contract Management Specialist
Agency/Division: Department of State, Office of Planning and Development
Address: 99 Washington Avenue, Suite 1010
Albany, NY 12231
Telephone Number: 518-486-9540
E-Mail Address: opdcontracts@dos.ny.gov

2. Notice to the Contractor

Name: Donald Clavin, Jr.
Title: Supervisor
Affiliation: Town of Hempstead
Address: One Washington Street
Hempstead, NY 11550
Telephone Number: 516-812-3296
E-Mail Address: donclavin@tohmail.org

M. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a "covered provider" within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a "covered provider":
 - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
 - b. Contractor's failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.
2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving "State funds" or "State-authorized payments" originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a "covered provider" within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a

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material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

N. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

- a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.

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- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

- 1) Evidence of outreach to MWBEs;
- 2) Any responses by MWBEs to the Contractor's outreach;
- 3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- 4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
- 5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- b. In performing the Contract, the Contractor shall:
- 1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race,

creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

- 2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
- 3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
- 4) The Contractor's EEO policy statement shall include the following language:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this contract is in excess of \$250,000, the following provision shall apply:

The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

- 1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.
- 2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.
- 3) The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the contract.
- b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.
- c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

- a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency

to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report.

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

O. Service-Disabled Veteran-Owned Businesses Participation

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's

public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address:

VeteransDevelopment@ogs.ny.gov, or the DOS Division of Affirmative Action Programs – SDVOB Program at Catherine.Traina@dos.ny.gov or Api.Ohouo@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf.

II. Program Specific Clauses (revised 2/1/18)

A. This Agreement has been entered into pursuant to the following understandings:

1. The Department of State (Department) administers transformative housing, economic development, transportation and community projects through the Downtown Revitalization Program (DRI).
1. The State determined to fund Contractor's project, which is described in Attachment C (Program Work Plan).
2. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C Program Work Plan) are provided pursuant to an appropriation of funds made in the New York State Capital Projects Budget – Dedicated Infrastructure Investment Fund / Infrastructure Investment Account.
3. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request must be original, completed with the Contractor's signature, and the completed request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
4. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless all of the following conditions have been met: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
5. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension. The parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.
6. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible

for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.

2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, current Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insureds thereunder.
4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

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7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 for each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.
 - b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 - c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 - e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

D. Contractor Property Interest

Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

E. Date/Time Warranty

1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

F. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

1. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
2. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
3. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

G. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

1. The Contractor shall not at any time sell or convey any facility or any portion of the project acquired or developed pursuant to this Agreement or convert such facility or any portion of the project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
2. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

H. Requirements for Contract GIS Products (1/17/13)

1. General Map Product Requirements -- The following general cartographic requirements must be adhered to by the Contractor:
 - a. Map Products and Supporting Data -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Such materials must meet the specifications outlined in this General Map Product Requirements section and the Additional Digital Cartographic File Requirements section. Additionally, finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). If analog map products are required by the contract, they must meet specifications outlined in this General Map Product Requirements section and the Additional Digital-Ready Map Product Requirements section.
 - b. Deliverable Format -- All digital map and attribute table files must be provided in ESRI Shapefile or Geodatabase file format including all associated metadata on Recordable CD or DVD, external hard drive, via email attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.
 - c. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".

- d. **Map Accuracy** -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
 - e. **Datums and Coordinate Systems**-- All map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88). Unless otherwise specified in the RFP, UTM Zone 18 shall be used for data at scales smaller than 1:10,000 and State Plan shall be used for data at 1:10,000 scale and larger.
2. **Additional Digital Cartographic File Requirements** -- The following cartographic construction requirements must be adhered to by the Contractor:
- a. **Edge-matching** -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
 - b. **Common Boundaries** -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 - c. **Point Duplication** -- No duplication of points that occur within a data string is permitted.
 - d. **Connectivity** -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
 - e. **Line Quality** -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non-visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
 - f. **Polygon Closure** -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 - g. **Graphic Precision** -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 - h. **Digitizer Accuracy** -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.

3. Digital-Ready Map Product Requirements -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
 - a. Base Map Media -- All maps must be created on mylar or other stable base material.
 - b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
 - d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the General Map Product Requirements above and the map scale.
 - e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the Additional Digital Cartographic File Requirements section outlined above.
4. Contract Database Standards
 - a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.
 - b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
 - c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

I. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to public meetings or hearings, relating to the Project.

K. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.

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2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided the Department with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

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ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

Budget Summary:	Total Budget
A. Salaries	\$ 0.00
B. Travel	\$ 0.00
C. Supplies	\$ 0.00
D. Equipment	\$ 0.00
E. Contractual Services	\$ 250,000.00
F. Other	\$ 0.00
Total Budget:	\$ 250,000.00
Local Match:	\$ 0.00
State Funds:	\$ 250,000.00

MWBE Goals		
State funds subject to MWBE goals		\$ 250,000.00
MBE Goal	15%	\$ 37,500.00
WBE Goal	15%	\$ 37,500.00

A. SALARIES (including fringe benefits)	Total Budget
	\$ 0.00

B. TRAVEL	Total Budget
	\$ 0.00

C. SUPPLIES	Total Budget
	\$ 0.00

D. EQUIPMENT	Total Budget
	\$ 0.00

E. CONTRACTUAL SERVICES	Total Budget
Establishment of a unique Baldwin identity with a branding and marketing program	\$ 250,000.00
Subcontractor: To be determined	
	\$ 250,000.00

F. OTHER	Total Budget
	\$ 0.00

ATTACHMENT C - WORK PLAN

Establish a Unique Baldwin Identity with a Branding and Marketing Program

1. Project Description

The Town of Hempstead will advance Baldwin's Downtown Revitalization Initiative through the following project:

Establish a Unique Baldwin Identity with a Branding and Marketing Program

Design and implement a Downtown Baldwin Branding and Marketing Program including digital and print strategies, destination mapping, and public events to promote the unique historic, cultural and economic assets of the Baldwin community.

2. Required Products

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's contract number as indicated on the Face Page of this Contract and where applicable, the related task number from this Work Plan.

Unless otherwise specified in the Work Plan tasks, the Contractor shall submit products in the following formats:

- Draft products: one electronic copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable.
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all digital GIS data which includes, at minimum, a file summary/abstract, intended use, data, source data, and author information.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented and include any associated metadata (including the photo's GPS location where available).

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Tasks

Task 1.1 Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain professional services through the locally approved procurement process per General Municipal Law. The municipal attorney, chief legal officer or

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financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs.

The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures. Draft and final, executed consultant subcontracts.

Task 1.2 Draft Design for Marketing and Branding Materials

The Contractor shall prepare, or cause to be prepared, draft branding designs, a draft plan for locating signage, draft designs of a series of wayfinding elements such as directional signs, gateway signs, interpretive signs, and information kiosks, and screen shots of a proposed Downtown website/app consistent with the Baldwin Downtown Revitalization Initiative Strategic Investment Plan. The draft design shall be provided to the Department and the public for review. Comments from the Department and the public must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Products: Draft designs and supporting materials.

Task 1.3 Final Design for Marketing and Branding Materials

Based upon the approved draft designs, the Contractor shall prepare, or cause to be prepared, the final designs for branding, a plan for locating signage, final designs of a series of wayfinding elements such as directional signs, gateway signs, interpretive signs, and information kiosks, and a Downtown website/app. The final designs shall be provided to the Department for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department.

Products: Final designs and supporting materials.

Task 1.4 Obtain Permits or Agreements for the Installation of Signage

The Contractor or its consultant(s) shall prepare the necessary applications or municipal agreements and obtain the required permits or approvals from the appropriate federal, state, and local agencies for the installation of signage, as necessary.

Products: Required permits and approvals for the installation of signage.

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Task 1.5 Fabrication and Installation of Marketing and Branding Materials and Signage

Based upon the approved designs, the Contractor or its consultant(s) will fabricate and install wayfinding signage such as directional signs, gateway signs, interpretive signs, and information kiosks, and launch a Downtown website/app. The Contractor or its consultant(s) shall provide photo-documentation of the installed signage within the downtown revitalization area.

Products: Photo-documentation of installed wayfinding signage and information kiosks. Verification of live website link for Downtown website/app.

Task 2.1 MWBE Reporting

In accordance with Attachment A-1, Part I, Section M, Paragraph 6, Contractor shall be required to use the New York State Contract System ("NYSCS") to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to this Agreement. Contractor shall be required to submit utilization plans in paper format until such time as submission is made available through the NYSCS and notification of such availability is provided to Contractor by the State. Upon such notification by the Department, Contractor shall submit required utilization plans through the NYSCS. So long as Contractor complies with the reporting requirements stated above in the manner directed by the Department, the requirement of Attachment A-1, Part I, Section M, Paragraph 6 for paper filing of Quarterly Reports shall be waived. Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

In the event Contractor does not have the capacity to use the NYSCS in the manner required above, an exception may be granted by the Department of State upon Contractor's written request and showing of good cause to allow for paper reporting. If such an exception is granted by the Department of State, paper reporting in a manner and form directed by the Department shall be required including but not limited to the submission of Quarterly MWBE Contractor Compliance Report (Form F) forms in accordance with Section M, Paragraph 6, of Attachment A-1.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 2.2 Project Status Reports

The Contractor shall submit, or cause to be submitted, semi-annual (every June 30 and December 31) project status reports on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 2.3 Final Project Summary Report

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report. Final payment shall not be authorized until this report has been completed and filed with project deliverables.

Products: Completed Final Project Summary Report submitted to DOS.

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5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract number as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

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**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \$0 (0% of the budget) as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting 0% of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

Quarterly Reimbursement
Due Date: 3/31, 6/30, 9/30, 12/31

Monthly Reimbursement
Due Date: _____

Biannual Reimbursement
Due Date: _____

Fee for Service Reimbursement
Due Date: _____

- Rate Based Reimbursement
Due Date: _____
- Fifth Quarter Reimbursement
Due Date: _____
- Milestone/Performance Reimbursement
Due Date/Frequency: _____
- Scheduled Reimbursement
Due Date/Frequency: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the timeframes designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 60 days after completion of the agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is at project completion. The agency shall complete its audit and notify vendor of the results no later than 60 days later. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Project Status Form	Contract period, as amended	6/30* 12/31*
MWBE Utilization Plan	Contract period, as amended	Within 2 weeks of MWBE hire
MWBE Utilization Report (via NYSCS)	Contract period, as amended	3/31* 6/30* 9/30* 12/31*
MWBE Workforce Utilization Report	Contract period, as amended	3/31* 6/30* 9/30* 12/31*
	*Due every year during the contract period, as amended.	

Case No.

Resolution No.

Adopted:

Councilmember

moved the following resolution's adoption:

**RESOLUTION APPOINTING SENIOR
COUNCILMEMBER DOROTHY L. GOOSBY
AS THE TOWN OF HEMPSTEAD'S DEPUTY
SUPERVISOR**

WHEREAS, the Town Supervisor is authorized to propose and nominate a Deputy Supervisor;
and

WHEREAS, the position of Deputy Supervisor is currently vacant; and

WHEREAS, Dorothy L. Goosby is the Town Board's Senior Councilmember and willing to
service as the Supervisor's Deputy Supervisor;

NOW, THEREFORE, BE IT

RESOLVED, Senior Councilmember Dorothy L. Goosby is hereby appointed the Town
of Hempstead's Deputy Supervisor.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

37

Case #

Page 1 of 1

26597

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING PURCHASE CONTRACT #26-2022 FOR THE YEARLY REQUIREMENTS FOR DEPARTMENT OF SANITATION HVAC ANNUAL MAINTENANCE AT THE MERRICK AND OCEANSIDE TRANSFER STATIONS

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation, advertised for the Yearly Requirements for Department of Sanitation HVAC Annual Maintenance at the Merrick and Oceanside Transfer Stations; and

WHEREAS, the sole bids was received and opened on April 7, 2022 with the following result:

EMCOR Services New York/New Jersey, Inc.
5 Dakota Drive, Suite 111
Lake Success, New York 11042

1A \$155.00
1B \$232.50
1C \$300.00
2A \$2,156.00
2B \$2,156.00
3A \$2,570.00
4A \$721.00
5A \$446.00
6A \$944.00

Ultimate Power, Inc.
45 Nancy Street
West Babylon, New York 11704

1A \$120.00
1B \$180.00
1C \$180.00
2A \$2,520.00
2B \$2,520.00
3A \$600.00
4A \$3,360.00
5A \$840.00
6A \$3,360.00

Energy Mechanical, Inc.
99 Milbar Boulevard
Farmingdale, New York 11735

1A \$104.25
1B \$157.50
1C \$165.00/\$195.00
2A \$2,490.00
2B \$2,490.00
3A \$675.00
4A \$3,520.00
5A \$875.00
6A \$3,365.00

Item #

38

Case #

23041

Intricate Tech Solutions, LTD
98 Mahan Street
West Babylon, New York 11704

1A	\$130.00
1B	\$190.00
1C	\$250.00
2A	\$25,000.00
2B	\$28,000.00
3A	\$60,000.00
4A	\$30,000.00
5A	\$15,000.00
6A	\$15,000.00

WHEREAS, for purposes of this contract the following shall apply:

1A – Emergency Service Call – Monday –Friday 7:00 AM – 5:00 PM
Per Hour (4 Hour Minimum No Travel Time)

1B – Emergency Service Call – Monday –Friday 5:01 PM – 6:59 AM
Per Hour (4 Hour Minimum No Travel Time)

1C – Emergency Service Call – Sundays and all Federal Holidays
Per Hour (4 Hour Minimum No Travel Time)

2A- Spring Startup and Preventive Maintenance of all HVAC Units
One Service Fee

2B - Winter Startup and Preventive Maintenance of all HVAC Units
One Service Fee

3A - Annual Preventive Maintenance of Oceanside Oil Burner

4A - Annual Preventive Maintenance of Gas Fired Unit Heaters
One Service Fee

5A - Annual Preventive Maintenance of Gas Fired Furnaces
One Service Fee

6A - Annual Preventive Maintenance of Gas Fired Radiant Heaters
One Service Fee

Bid proposals will be based on Items 1C, 2A, 2B, 3A, 4A, 5A, 6A and using two service calls for 1A, 1B, 1C

WHEREAS, it has been determined that the bid received by EMCOR Services of New York/New Jersey, Inc., 5 Dakota Drive, Suite 111, Lake Success, New York 11042 represents the lowest qualified bid which meets the qualifications proposed and is acceptable as stated: and

WHEREAS, the term of the award shall be upon award for a period of three years; and

WHEREAS, the Commissioner of Sanitation recommends said contract be awarded to EMCOR Services of New York/New Jersey, Inc.; and

WHEREAS, upon recommendation of the Commissioner, the Town Board deems it to be in the public interest to award this contract to EMCOR Services of New York/New Jersey, Inc.; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner, be and is hereby authorized to award Purchase Contract #26-2022 for the Yearly Requirements for Department of Sanitation HVAC Annual Maintenance at the Merrick and Oceanside Transfer Stations to EMCOR Services of New York/New Jersey, Inc., 5 Dakota Drive, Suite 111, Lake Success, New York 11042; and

BE IT FURTHER

RESOLVED, that all monies due and owing in connection with this contract shall be paid out of Refuse Disposal District Building Maintenance Account #301-0006-03010-4090.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE INCREASE OF THE 2022 GENERAL FUND APPROPRIATED FUND BALANCE ACCOUNT, INCREASE OF THE 2022 GENERAL FUND APPROPRIATIONS ACCOUNT AND THE INCREASE OF THE 2022 GENERAL FUND SUPERVISORS PART TIME WAGES ACCOUNT.

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

Increase:	010-5990 Appropriated Fund Balance	\$29,000.00
Increase:	010-9600 Appropriations	\$29,000.00
Increase:	010-0001-12200-1012 Part Time Wages	\$29,000.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 39

Case # 1147

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember
adoption:

moved the following resolution's

RESOLUTION AUTHORIZING THE SECOND ONE-YEAR
OPTION OF A CONTRACT WITH OPENGOV, INC. TO PROVIDE
INTERACTIVE, CLOUD-BASED SOFTWARE FOR
UTILIZATION BY TOWN RESIDENTS AND PROPERTY
OWNERS THAT FACILITATES IN-HOME INTERACTION WITH
THE DEPARTMENT OF BUILDINGS AS TO PERMITTING,
LICENSING AND CODE ENFORCEMENT.

WHEREAS, this Board authorized a one-year contract with two one-year
options under Town Board Resolution #534-2020 with OpenGov, Inc. 955
Carter Street, Redwood City, California, 94063 ("OpenGov") to provide
interactive, cloud-based software for utilization by town residents and
property owners that facilitates in-home interaction with the department of
buildings as to permitting, licensing and code enforcement; and

WHEREAS, this Board authorized the first one-year option with
OpenGov under Town Board Resolution #925-2021, and the Department of
Buildings recommends this Board authorize the second one-year option (the
"Agreement") with OpenGov for a cost not to exceed \$92,907.72;

NOW, THEREFORE, BE IT

RESOLVED, the Agreement with OpenGov is authorized for a cost not to
exceed \$92,907.72, with payment to be made from budget account #030-0002-
36200-4151 Fees and Services, and the Acting Commissioner of Buildings is
authorized to execute the Agreement and any other necessary paperwork to
effectuate the Agreement with OpenGov.

The foregoing resolution was seconded by
roll call as follows:

and adopted upon

AYES:

NOES:

Item # 40
Page 1 of 1
Case # 9740

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION AUTHORIZING THE OFFICE OF
THE TOWN ATTORNEY TO SETTLE THE CLAIM
OF CAROL LAGATTUTA IN THE AMOUNT OF
\$70,000.00.

WHEREAS, Carol Lagattuta, by her attorneys, Isaacson, Schiowitz & Korson, LLP, with offices in Rockville Centre, New York, made claim against the Town of Hempstead for personal injuries when she fell at Town of Hempstead park facility known as Levittown Parkway Pool in Levittown, New York on July 5, 2017; and

WHEREAS, an action was instituted in the Supreme Court in Nassau County by Carol Lagattuta against the Town of Hempstead for damages for the personal injuries sustained by her as a result of said accident; and

WHEREAS, at a Supreme Court of Nassau County settlement conference, a proposal was made between Issacson, Schiowitz & Korson, LLP, attorneys for Carol Lagattuta, and the Town of Hempstead defense counsel to settle this case in the amount of \$70,000.00; and

WHEREAS, Issacson, Schiowitz & Korson, LLP, attorneys for Carol Lagattuta, have forwarded a stipulation discontinuing action and an executed general release to the Office of the Town Attorney; and

WHEREAS, the Town of Hempstead defense counsel, the Claims Service Bureau of New York In., the claims representatives for the Town of Hempstead and the Office of the Town Attorney recommend that this settlement be approved in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Office of the Town Attorney is authorized to settle the personal injury claim of Carol Lagattuta in the amount of \$70,000.00 regarding an accident occurring on July 5, 2017, said amount to be paid out of Parks Operating Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

41

Case #

10889

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

Item # 42

7

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. 42-2022, 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 June 14, 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. 42-2022, 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 # 43

Case # 30689

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 14th day of June, 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 to INCLUDE and REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN Section 202-5	CLAY STREET (TH 112/22) North Side - NO PARKING 8 AM TO 4 PM MONDAY TO FRIDAY - starting at point 123 feet west of the west curbline of Grand Boulevard then west for a distance of 59 feet.
OCEANSIDE Section 202-13	SARATOGA STREET (TH 191/22) East Side - NO PARKING 4 PM TO 6 PM MONDAY - FRIDAY - starting at a point 160 feet north of the north curbline of Merrick Road then north for a distance of 30 feet.

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

BALDWIN Section 202-5	CLAY STREET (TH 112/22) North Side - NO PARKING ANYTIME EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - starting at a point 123 feet west of the west curbline of Grand Boulevard then west for a distance of 59 feet. (Adopted 4/26/22)
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ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: May 24, 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 twenty of two thousand twenty two is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN
Section 202-5

CLAY STREET (TH 112/22) North Side – NO PARKING 8 AM TO 4 PM MONDAY TO FRIDAY – starting at point 123 feet west of the west curbline of Grand Boulevard then west for a distance of 59 feet.

OCEANSIDE
Section 202-13

SARATOGA STREET (TH 191/22) East Side – NO PARKING 4 PM TO 6 PM MONDAY – FRIDAY – starting at a point 160 feet north of the north curbline of Merrick Road then north for a distance of 30 feet.

Section 2. Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty of two thousand twenty two is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN
Section 202-5

CLAY STREET (TH 112/22) North Side – NO PARKING ANYTIME EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 123 feet west of the west curbline of Grand Boulevard then west for a distance of 59 feet. (Adopted 4/26/22)

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

CASE NO. 30690

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, Senior Councilmember Goosby has introduced a proposed local law known as Intro. No. 43-2022, 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 June 14, 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. 43-2022, 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 #

244

Case #

30690

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 14th day of June, 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:

BELLMORE

ROBERTA LANE (TH 173/22) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Camp Avenue north for a distance of 30 feet.

ROBERTA LANE (TH 173/22) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Camp Avenue north for a distance of 45 feet.

FRANKLIN SQUARE

SPRAGUE AVENUE (TH 189/22) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Smith Street east for a distance of 30 feet.

SMITH STREET (TH 189/22) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Sprague Avenue north for a distance of 30 feet.

LEVITTOWN

WOLCOTT ROAD (TH 181/22) East Side - NO STOPPING ANYTIME - starting at a point 283 feet north of the north curbline of Meadow Lane then north for a distance of 60 feet.

NORTH BELLMORE

NORTH JERUSALEM ROAD (TH 187/22) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Hilda Street east for a distance of 76 feet.

NORTH JERUSALEM ROAD (TH 187/22) South Side - NO STOPPING ANYTIME - starting at a point 76 feet east of the east curbline of Hilda Street east for a distance of 98 feet.

OCEANSIDE

CLOVERMERE ROAD (TH 171/22) North Side
- NO STOPPING HERE TO CORNER - starting
from the west curbline of Oceanside
Road west for a distance of 25 feet.

CLOVERMERE ROAD (TH 171/22) South Side
- NO STOPPING HERE TO CORNER - starting
from the west curbline of Oceanside
Road west for a distance of 30 feet.

LOFTUS AVENUE (TH 188/22) East Side -
NO PARKING ANYTIME - starting at a
point 180 feet south of the south
curbline of Nassau Parkway south for a
distance of 60 feet.

WEST HEMPSTEAD

CHESTNUT STREET (TH 178/22) South Side
- NO STOPPING HERE TO CORNER - starting
at the west curbline of Locust Street
west for a distance of 40 feet.

LOCUST STREET (TH 178/22) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curbline of Chestnut Street
west for a distance of 50 feet.

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

NORTH BELLMORE

NORTH JERUSALEM ROAD (TH 393/11) South
Side - NO STOPPING ANYTIME - starting
at a point 75 feet east of the east
curbline of Hilda Street east for a
distance of 37 feet. (Adopted 11/13/12)

NORTH JERUSALEM ROAD (TH 138/21) South
Side - NO STOPPING ANYTIME - starting
at a point 50 feet west of the west
curbline of Hoover Street west for a
distance of 34 feet. (Adopted 6/15/21)

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

Dated: May 24, 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 twenty one of two thousand twenty two is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE ROBERTA LANE (TH 173/22) East Side – NO STOPPING HERE TO CORNER – starting at the north curblineline of Camp Avenue north for a distance of 30 feet.

ROBERTA LANE (TH 173/22) West Side – NO STOPPING HERE TO CORNER – starting at the north curblineline of Camp Avenue north for a distance of 45 feet.

FRANKLIN SQUARE SPRAGUE AVENUE (TH 189/22) North Side – NO STOPPING HERE TO CORNER – starting at the east curblineline of Smith Street east for a distance of 30 feet.

SMITH STREET (TH 189/22) East Side – NO STOPPING HERE TO CORNER – starting at the north curblineline of Sprague Avenue north for a distance of 30 feet.

LEVITTOWN WOLCOTT ROAD (TH 181/22) East Side – NO STOPPING ANYTIME – starting at a point 283 feet north of the north curblineline of Meadow Lane then north for a distance of 60 feet.

NORTH BELLMORE NORTH JERUSALEM ROAD (TH 187/22) South Side – NO STOPPING HERE TO CORNER – starting at the east curblineline of Hilda Street east for a distance of 76 feet.

NORTH JERUSALEM ROAD (TH 187/22) South Side – NO STOPPING ANYTIME – starting at a point 76 feet east of the east curblineline of Hilda Street east for a distance of 98 feet.

OCEANSIDE CLOVERMERE ROAD (TH 171/22) North Side – NO STOPPING HERE TO CORNER – starting from the west curblineline of Oceanside Road west for a distance of 25 feet.

CLOVERMERE ROAD (TH 171/22) South Side – NO STOPPING HERE TO CORNER – starting from the west curblineline of Oceanside Road west for a distance of 30 feet.

LOFTUS AVENUE (TH 188/22) East Side – NO PARKING ANYTIME – starting at a point 180 feet south of the south curblineline of Nassau Parkway south for a distance of 60 feet.

WEST HEMPSTEAD CHESTNUT STREET (TH 178/22) South Side – NO STOPPING HERE TO CORNER – starting at the west curblineline of Locust Street west for a distance of 40 feet.

LOCUST STREET (TH 178/22) North Side – NO STOPPING HERE TO CORNER – starting at the west curblineline of Chestnut Street west for a distance of 50 feet.

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty one of two thousand twenty two is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

NORTH BELLMORE

NORTH JERUSALEM ROAD (TH 393/11) South Side – NO STOPPING ANYTIME – starting at a point 75 feet east of the east curbline of Hilda Street east for a distance of 37 feet. (Adopted 11/13/12)

NORTH JERUSALEM ROAD (TH 138/21) South Side – NO STOPPING ANYTIME – starting at a point 50 feet west of the west curbline of Hoover Street west for a distance of 34 feet. (Adopted 6/15/21)

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

CASE NO. 30691

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, Senior Councilmember Goosby has introduced a proposed local law known as Intro. No. 44-2022, 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 June 14, 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. 44-2022, 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 #

45

Case #

30691

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 14th day of June, 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:

EAST MEADOW 5th STREET (TH 194/22) STOP - all traffic traveling northeast bound on DeWolfe Place shall come to a full stop.

WOODMERE EAST END (TH 169/22) STOP - all traffic traveling southeast bound on Fordham Lane shall come to a full stop.

FORDHAM LANE (TH 169/22) STOP - all traffic traveling northwest bound on Fordham 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: May 24, 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.

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 14th day of June , 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:

FRANKLIN SQUARE

RINTIN STREET - east side, starting
at a point 253 feet north of the north
curbline of Naple Avenue, north for a
distance of 20 feet.
(TH-179/22)

ROOSEVELT

E. PENNYWOOD AVENUE - south side,
starting at a point 525 feet west of
the west curbline of Park Avenue, west
for a distance of 20 feet.
(TH-182/22)

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

ELMONT

C STREET - north side, starting
at a point 80 feet west of the west
curbline of Eureka Avenue, west for
for a distance of 20 feet.
(TH-166/03 - 6/17/03) (TH-197/22)

Item #

Case #

4/6

21527

RANDALL AVENUE - west side, starting at
a point 186 feet south of the south
curbline of Sweetman Avenue, south for
a distance of 20 feet.
(TH-30/07 - 4/17/07) (TH-183(B)/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 14th day of June , 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:

FRANKLIN SQUARE

RINTIN STREET - east side, starting at a point 253 feet north of the north curblineline of Naple Avenue, north for a distance of 20 feet.
(TH-179/22)

ROOSEVELT

E. PENNYWOOD AVENUE - south side, starting at a point 525 feet west of the west curblineline of Park Avenue, west for a distance of 20 feet.
(TH-182/22)

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

ELMONT

C STREET - north side, starting at a point 80 feet west of the west curblineline of Eureka Avenue, west for a distance of 20 feet.
(TH-166/03 - 6/17/03) (TH-197/22)

RANDALL AVENUE - west side, starting at a point 186 feet south of the south curblineline of Sweetman Avenue, south for a distance of 20 feet.
(TH-30/07 - 4/17/07) (TH-183(B)/22)

ALL PERSONS INTERESTED shall have an opportunity to be

heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York
May 24, , 2022

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember
resolution's adoption:

moved the following

RESOLUTION CALLING A PUBLIC HEARING ON
A LOCAL LAW TO AMEND SECTION 202-58 OF
CHAPTER 202, ENTITLED "PARKING," OF THE
CODE OF THE TOWN OF HEMPSTEAD, IN
RELATION TO RESTRICTED PARKING IN
RESIDENTIAL AREAS IMMEDIATELY ADJACENT
TO BELMONT PARK RACETRACK IN ELMONT AND
BELLEROSE TERRACE, NEW YORK

WHEREAS, the Town Board of the Town of Hempstead is
empowered to enact and amend local law pursuant to Article
9 of the New York State Constitution, the provisions of the
Town Law and the Municipal Home Rule Law of the State of
new York, as amended; and

WHEREAS, it is in the public interest to consider the
enactment of a local law to amend section 202-58 of Chapter
202 of the Code of the Town of Hempstead, in relation to
restricted parking in residential areas immediately
adjacent to Belmont Park Racetrack in Elmont and Bellerose
Terrace, New York; and

WHEREAS, _____ has introduced the
proposed local law known as Intro. No. _____ -2022 Print No.
, as aforesaid; and

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,
Village and Town of Hempstead, New York on the 14th day of
June, 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. _____ -2022,
Print No. _____, 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 in Elmont, New York; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of
such hearing by the publication thereof in a newspaper of
general circulation in the Town of Hempstead and by the
posting of such notice on the bulletin board maintained by
her for that purpose in the Town Hall not less than three
nor more than thirty days prior to the date of said
hearing.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

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Case #

49

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 14th day of June, 2022, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Section 202-58 of Chapter 202 of the Code of the Town of Hempstead, in relation to restricted parking in residential areas immediately adjacent to Belmont Park Racetrack in Elmont and Bellerose Terrace, 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
May 24, 2022

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

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Town of Hempstead

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

Introduced by:

BE IT ENACTED by the Town Board of the Town of Hempstead as follows:

Section 1.

Paragraph H. of Section 202-58 of the Town Code is amended to 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 Hathaway Avenue.

HEATHCOTE ROAD from the south curblineline of Hempstead Turnpike south to the north curblineline of Hathaway 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 curblineline of Wellington Road east, to the west curblineline of Fieldmere Street.

SUSSEX ROAD from the south curblineline of Hempstead Turnpike south to the north curblineline 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 Hathaway 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.

HATHAWAY AVENUE from the westernmost beginning to the east curbline of Locustwood Boulevard.

95TH AVENUE EAST OF 225TH STREET;

225TH STREET from Jamaica Avenue to Superior Road.

226TH STREET from Jamaica Avenue to Superior Road.

238TH STREET from Jamaica Avenue to Superior Road.

239TH STREET from Superior Road Jamaica Avenue westbound.

240TH STREET from the south curbline of Jericho Turnpike to Superior Road.

241ST STREET from the south curbline of Jericho Turnpike to Ontario Road.

242ND STREET from the Cross Island Parkway to Superior Road.

243RD STREET from the Cross Island Parkway to Superior Road.

244TH STREET FROM SUPERIOR ROAD TO JAMAICA AVENUE WESTBOUND.

95TH AVENUE from the Nassau County line to the west curbline of 239th Street.

245TH STREET from the south curbline of Jericho Turnpike to Superior Road.

246TH STREET from the south curbline of Jericho Turnpike to Superior Road.

COLONIAL ROAD from the south curbline of Jericho Turnpike to Superior Road.

ONTARIO ROAD from the west curbline of 239th Street eastward toward the Village of Bellerose boundary line.

SUPERIOR ROAD from the east curbline of 238th Street to the west curbline of Colonial Road.

HURON ROAD within the unincorporated area of Bellerose.

HUDSON ROAD within the unincorporated area of Bellerose.

* * *

Section 2.

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption:

RESOLUTION CALLING PUBLIC HEARING ON JUNE 14,
2022 FOR THE PETITION OF MATTONE GROUP RACEWAY,
LLC AND GART ROOSEVELT ASSOCIATES, LLC FOR
AMENDMENT OF SECTION 370 OF ARTICLE XXXV OF THE
BUILDING ZONE ORDINANCE (PLANNED UNIT DEVELOPMENT
DISTRICT) TO PERMIT RETAIL SALE OF AUTOMOBILES AS
A PRINCIPAL PERMITTED USE AND FOR A SPECIAL
EXCEPTION PURSUANT TO SECTION 371E OF SAID
ARTICLE FOR A SERVICE FACILITY FOR PROPERTY
AT (NR) WESTBURY, NEW YORK.

RESOLVED, that a public hearing be held JUNE 14,
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 petition of MATTONE GROUP RACEWAY, LLC AND GART
ROOSEVELT ASSOCIATES, LLC for an amendment to the
provisions of Article XXXV of the Building Zone
Ordinance (Planned Unit Development District) to permit
the retail sale of automobiles as a principal
permitted use and for a special permit pursuant to
section 371E for a service facility for property
located Corporate Drive, in (NR) Westbury, 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 #

48

Case #

28232

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions 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 June 14th, 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, for the purpose of considering the application of Mattone Group Raceway, LLC and Gart Roosevelt Associates, LLC for an amendment of Section 370 of Article XXXV of the Building Zone Ordinance of the Town of Hempstead to include the retail sale of automobiles as a principal permitted use and for a special permit pursuant to Section 371E of said Article to allow the introduction of a service facility at premises on Corporate Drive in (NR) Westbury, New York.

Premises:

An irregularly-shaped parcel of property situated on the south side of Corporate Drive and east side of Merchant's Concourse maintaining frontage along each of said roadways and containing 1,408,086 square feet (32.33 acres) of property situated within the Roosevelt Raceway Planned Unit Development District in the unincorporated portion of Westbury, Town of Hempstead, County of Nassau, State of New York.

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

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

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

DONALD X. CLAVIN JR.
SUPERVISOR

KATE MURRAY
TOWN CLERK

Dated: May 24 ,2022
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL CELENTANO AS
KENNEL WORKER, IN THE DEPARTMENT OF
GENERAL SERVICES, ANIMAL SHELTER AND
CONTROL DIVISION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Michael Celentano, now serving as Laborer I, in the Department of General Services, Animal Shelter and Control Division, be and hereby is appointed Kennel Worker, Non Competitive, Grade 13, Step 3 (D), Salary Schedule D, \$58,149, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective May 11, 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: APPOINTMENT OF STEVEN COLASURDO
AS MESSENGER, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Steven Colasurdo be and hereby is appointed Messenger, Non Competitive, Ungraded, at an annual salary of \$75,000, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective June 6, 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: SALARY ADJUSTMENT FOR JOSEPH
CUSUMANO, RECYCLING WORKER II, IN THE
DEPARTMENT OF SANITATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Joseph Cusumano, Recycling Worker II in the Department of Sanitation, be and hereby is increased to Grade 10, Step 3 (D), Salary Schedule D, \$56,514, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF TIMOTHY DARCY
AS MESSENGER, IN THE DEPARTMENT OF
INFORMATION AND TECHNOLOGY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Timothy Darcy be and hereby is appointed Messenger, Non Competitive, Ungraded, at an annual salary of \$50,000, in the Department of Information and Technology, by the Commissioner of the Department of Information and Technology and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective May 25, 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: SALARY ADJUSTMENT FOR JOHN DEPALMA,
PUBLIC SAFETY OFFICER I, IN THE
DEPARTMENT OF PUBLIC SAFETY.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for John Depalma, Public Safety Officer I in the Department of Public Safety, be and hereby is increased to Grade 14, Step 8 (I), Salary Schedule D, \$78,275, by the Commissioner of the Department of Public Safety and ratified by the Town Board of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DIANA GARDNER AS
RECEPTIONIST, IN THE DEPARTMENT OF
BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Diana Gardner, now serving as Office Aide, in the Department of Buildings, be and hereby is appointed Receptionist, Non Competitive, Grade 9, Step 3 (D), Salary Schedule D, \$52,063, in the Department of Buildings, by the Acting Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective May 25, 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: TRANSFER OF MARGARET HAUBERT,
CLERK III, FROM THE DEPARTMENT OF
BUILDINGS TO THE OFFICE OF THE TOWN
CLERK.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Margaret Haubert, Clerk III, be and hereby is transferred from the Department of Buildings to the Office of the Town Clerk, with no change in salary, by the Town Clerk and the Town of Hempstead Civil Service Commission and ratified by the Town Board of the Town of Hempstead effective May 19, 2022 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR MISTY
HENNESSY, MESSENGER, IN THE OFFICE OF
THE TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Misty Hennessy, Messenger, in
the Office of the Town Comptroller, be and hereby is increased to \$65,536, Ungraded, by the Town
Comptroller and ratified by the Town Board of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR MATTHEW
HIGGINS, RECYCLING WORKER II, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Matthew Higgins, Recycling Worker II, in the Department of Sanitation, be and hereby is increased to Grade 12, Step 12 (M), Salary Schedule D, \$86,335, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JAMES HOLLEY AS
CUSTODIAL WORKER II, IN THE
DEPARTMENT OF SANITATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that James Holley, now serving as Recycling Worker II, in the Department of Sanitation, be and hereby is appointed Custodial Worker II, Labor Class, Grade 14, Step 9 (J), Salary Schedule D, \$81,683, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective May 25, 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: APPOINTMENT OF JANINE HOUGH AS
RECEPTIONIST, IN THE DEPARTMENT OF
BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Janine Hough, now serving as Office Aide, in the Department of Buildings, be and hereby is appointed Receptionist, Non Competitive, Grade 9, Step 3 (D), Salary Schedule D, \$52,063, in the Department of Buildings, by the Acting Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective May 25, 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: APPOINTMENT OF STEPHEN LINCOLN AS
LABORER II, IN THE DEPARTMENT OF
CONSERVATION AND WATERWAYS.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Stephen Lincoln, now serving as Laborer I,
in the Department of Conservation and Waterways, be and hereby is appointed Laborer II, Non
Competitive, Grade 11, Step 12 (M), Salary Schedule D, \$83,760, in the Department of Conservation
and Waterways, by the Commissioner of the Department of Conservation and Waterways and ratified by
the Town Board of the Town of Hempstead effective May 11, 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: SALARY ADJUSTMENT FOR AMANPREET
MALHOTRA, CLERK LABORER, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Amanpreet Malhotra, Clerk Laborer, in the Department of Sanitation, be and hereby is increased to Grade 9, Step 11 (L), Salary Schedule D, \$74,954, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DANIEL MCLAFFERTY AS
LABORER I, IN THE DEPARTMENT OF PARKS
AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Daniel Mclafferty has resigned his position as Security Aide,
in the Department of Public Safety, NOW, BE IT

RESOLVED, that Daniel Mclafferty be and hereby is appointed
Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$44,134, in the Department
of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified
by the Town Board of the Town of Hempstead effective May 25, 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: SALARY ADJUSTMENT FOR FRANK
NAPOLITANO, AUTOMOTIVE MECHANIC I, IN
THE DEPARTMENT OF GENERAL SERVICES,
BUILDINGS AND GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Frank Napolitano, Automotive
Mechanic I, in the Department of General Services, Buildings and Grounds Division, be and hereby is
increased to Grade 12, Step 7(H), Salary Schedule D, \$66,927, by the Commissioner of the Department
of General Services and ratified by the Town Board of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR MICHAEL NIZZA,
LABORER I, IN THE DEPARTMENT OF PARKS
AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Michael Nizza, Laborer I in the Department of Parks and Recreation, be and hereby is increased to Grade 9, Step 5 (F), Salary Schedule D, \$56,625, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR KATHLEEN
O'DONNELL, CLERK LABORER, IN THE
DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Kathleen O'Donnell, Clerk Laborer, in the Department of General Services, Administration, be and hereby is increased to Grade 9, Step 5 (F), Salary Schedule D, \$56,625, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL O'DOWD AS
EQUIPMENT OPERATOR I, IN THE
DEPARTMENT OF CONSERVATION AND
WATERWAYS.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Michael O'Dowd, now serving as Laborer I, in the
Department of Conservation and Waterways, be and hereby is appointed Equipment Operator I, Non
Competitive, Grade 11, Step 1 (B), Salary Schedule D, \$50,621, in the Department of Conservation and
Waterways, by the Commissioner of the Department of Conservation and Waterways and ratified by the
Town Board of the Town of Hempstead effective May 25, 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: SALARY ADJUSTMENT FOR VICTORIA
PISCIONE, CLERK II, IN THE DEPARTMENT OF
HIGHWAY BUDGET CODE 5110.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Victoria Piscione, Clerk II,
in the Department of Highway Budget Code 5010, be and hereby is increased to Grade 8, Step 7 (H),
Salary Schedule D, \$59,988, by the Commissioner of the Department of Highway and ratified by the
Town Board of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY RINALDI
AS CLERK LABORER, IN THE DEPARTMENT
OF HIGHWAY BUDGET CODE 5110.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Anthony Rinaldi be and hereby is appointed Clerk Laborer, Non Competitive, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of Highway Budget Code 5110, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective May 31, 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: PROVISIONAL PROMOTION FOR NILEXA
RODRIGUEZ TO OFFICE SERVICES
ASSISTANT, IN THE DEPARTMENT OF
HIGHWAY BUDGET CODE 5010.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Nilexa Rodriguez, now serving as Clerk Laborer,
Non Competitive, in the Department of Highway Budget Code 5010, be and hereby is
provisionally promoted to Office Services Assistant, Competitive, Provisional, Grade 12, Step 12
(M), Salary Schedule D, \$86,335, by the Commissioner of the Department of Highway and
ratified by the Town Board of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF SONIA ROSE AS CLERK
LABORER, IN THE DEPARTMENT OF SENIOR
ENRICHMENT.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Sonia Rose, now serving as Senior Citizens' Program Development Aide, in the Department of Senior Enrichment, be and hereby is appointed Clerk Laborer, Non Competitive, Grade 9, Step 2 (C), Salary Schedule D, \$49,857, in the Department of Senior Enrichment, by the Commissioner of the Department of Senior Enrichment and ratified by the Town Board of the Town of Hempstead effective May 25, 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: APPOINTMENT OF VINCENT SIMONE AS
LABORER II, IN THE DEPARTMENT OF
BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Vincent Simone, now serving as Clerk Laborer, in the Department of Buildings, be and hereby is appointed Laborer II, Non Competitive, Grade 11, Step 3 (D), Salary Schedule D, \$54,930, in the Department of Buildings, by the Acting Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective May 25, 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: APPOINTMENT OF DAWN SKIDMORE AS
PHOTOGRAPHIC MACHINE OPERATOR I, IN
THE DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Dawn Skidmore, now serving as Clerk Laborer, in
the Department of General Services, Administration, be and hereby is appointed Photographic Machine
Operator I, Non Competitive, Grade 12, Step 12 (M), Salary Schedule D, \$86,335, in the Department of
General Services, Administration, by the Commissioner of the Department of General Services and
ratified by the Town Board of the Town of Hempstead effective May 25, 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: APPOINTMENT OF EDWARD THOMAS AS
LABOR CREW CHIEF II, IN THE DEPARTMENT
OF GENERAL SERVICES, TRAFFIC CONTROL
DIVISION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Edward Thomas, now serving as Equipment Operator III, in the Department of General Services, Traffic Control Division, be and hereby is appointed Labor Crew Chief II, Non Competitive, Grade 15, Step 13 (N), Salary Schedule D, \$95,445, in the Department of General Services, Traffic Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective April 1, 2020, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: PROVISIONAL APPOINTMENT OF LOUIS
TUFARELLI AS PERSONNEL COMPUTER
SERVICES SPECIALIST, IN THE
DEPARTMENT OF HUMAN RESOURCES.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Louis Tufarelli, now serving as Community Research Assistant, in the Department of Human Resources, be and hereby is appointed as Personnel Computer Services Specialist, Competitive, Provisional, Grade 18, Step 8 (I), \$87,975, in the Department of Human Resources, by the Director of the Department of Human Resources, and ratified by the Town Board of the Town of Hempstead, effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ANTHONY
VICARIO, MAINTENANCE MECHANIC I, IN
THE DEPARTMENT OF WATER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Anthony Vicario, Maintenance
Mechanic I, in the Department of Water, be and hereby is increased to Grade 12, Step 4 (E), Salary
Schedule D, \$59,362, by the Commissioner of the Department of Water and ratified by the Town Board
of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF BENJAMIN WEINER AS
LABOR CREW CHIEF I, IN THE DEPARTMENT
OF WATER

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Benjamin Weiner, now serving as Equipment Operator II, in the Department of Water, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Step 10 (K), Salary Schedule D, \$81,260, in the Department of Water, by the Commissioner of the Department of Water and ratified by the Town Board of the Town of Hempstead effective May 25, 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: SALARY ADJUSTMENT FOR MATTHEW
WEISS, RECYCLING WORKER I, IN THE
DEPARTMENT OF SANITATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Matthew Weiss, Recycling Worker I in the Department of Sanitation, be and hereby is increased to Grade 10, Step 9 (J), Salary Schedule D, \$72,299, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective May 25, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF LORAIN WHITE-DIXON
AS RECEPTIONIST, IN THE DEPARTMENT OF
SENIOR ENRICHMENT.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Loraine White-Dixon be and hereby is appointed Receptionist, Non Competitive, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of Senior Enrichment, by the Commissioner of the Department of Senior Enrichment and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective May 25, 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: APPOINTMENT OF ANTHONY WILDERS AS
EQUIPMENT OPERATOR II, IN THE
DEPARTMENT OF WATER

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Anthony Wilders, now serving as Equipment Operator I, in the Department of Water, be and hereby is appointed Equipment Operator II, Non Competitive, Grade 12, Step 5 (F), Salary Schedule D, \$61,417, in the Department of Water, by the Commissioner of the Department of Water and ratified by the Town Board of the Town of Hempstead effective May 25, 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. 637/2-2022, NICHOLAS DERENZE, IN THE
DEPARTMENT OF GENERAL SERVICES,
TRAFFIC CONTROL DIVISION.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 637/2-2022 states an incorrect salary and
effective date NOW, THEREFORE, BE IT

RESOLVED, that the resolution should be amended to read "Grade 15, Step
8 (I), Salary Schedule D, \$79,116, effective August 4, 2021"

AYES:

NOES:

5/24/2022

In addition there are (2) Two Resolutions for various types of Leaves of Absence.