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In the Matter of Application

Of

Frederick A. Jawitz, Acting Commissioner of Buildings  
Of the Town of Hempstead

Against

**John Carpenter**  
**117 Richard Avenue**  
**North Merrick, New York 11566**

The petition of Frederick A. Jawitz, Acting Commissioner of Buildings of the Town Of Hempstead shows:

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 55, Block 20 and lot number (s) 335-336, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **June 28, 2022**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Acting Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR DETACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTH SIDE OF HENRY ROAD, 96 FEET EAST OF MEADOWBROOK ROAD, MERRICK, N.Y. 11566, A/K/A 15 HENRY ROAD, MERRICK, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item #

1

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR DETACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF HENRY ROAD, 96 FEET EAST OF MEADOWBROOK ROAD, SECTION 55, BLOCK 20 AND LOT(S) 335-336, AKA 15 HENRY ROAD, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," all parties in interest were advised of the existing condition of the structures located on the said captioned premises and;

WHEREAS, all of the said parties have had an opportunity to be heard before this Town Board; and

WHEREAS, the Town Board deems it to be in the public interest to complete the above captioned project;

NOW, THEREFORE, BE IT

RESOLVED, that the two story wood frame one family dwelling with two car detached garage, located on the North side of Henry Road, 96 feet East of Meadowbrook Road, Section 55, Block 20 and Lot (s) 335-336, A/K/A 15 Henry Road, Merrick, Town of Hempstead, New York is hereby deemed to be unsafe; and

RESOLVED, that the Acting Commissioner of the Department of Buildings of the Town of Hempstead be and he hereby is authorized and directed to initiate the above captioned project located on said premise.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

In the Matter of Application

Of

Frederick A. Jawitz, Acting Commissioner of Buildings  
Of the Town of Hempstead

Against

**Shawn Stewart**  
**162 East 94<sup>th</sup> Street**  
**Brooklyn, New York 11212**

The petition of Frederick A. Jawitz, Acting Commissioner of Buildings of the Town Of Hempstead shows:

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 44, Block 38 and lot number (s) 91, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **June 28, 2022**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Acting Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE TWO STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE WEST SIDE OF WARREN STREET, 340 FEET NORTHEAST OF LAWRENCE STREET, UNIONDALE, N.Y. 11553, A/K/A 173 WARREN STREET, UNIONDALE, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE TWO STORY WOOD FRAME ONE FAMILY DWELLING AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE WEST SIDE OF WARREN STREET, 340 FEET NORTHEAST OF LAWRENCE STREET. SECTION 44, BLOCK 38 AND LOT(S) 91, AKA 173 WARREN 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," all parties in interest were advised of the existing condition of the structures located on the said captioned premises and;

WHEREAS, all of the said parties have had an opportunity to be heard before this Town Board; and

WHEREAS, the Town Board deems it to be in the public interest to complete the above captioned project;

NOW, THEREFORE, BE IT

RESOLVED, that the two story wood frame one family dwelling, located on the West side of Warren Street, 340 feet Northeast of Lawrence Street, Section 44, Block 38 and Lot (s) 91, A/K/A 173 Warren Street, Uniondale, Town of Hempstead, New York is hereby deemed to be unsafe; and

RESOLVED, that the Acting Commissioner of the Department of Buildings of the Town of Hempstead be and he hereby is authorized and directed to initiate the above captioned project located on said premise.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

In the Matter of Application

Of

Frederick A. Jawitz, Acting Commissioner of Buildings  
Of the Town of Hempstead

Against

**Mercedes Barrios**  
**2608 Stewart Avenue**  
**Westbury, New York 11590**

The petition of Frederick A. Jawitz, Acting Commissioner of Buildings of the Town Of Hempstead shows:

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 45, Block 40 and lot number (s) 348, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **June 28, 2022**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Acting Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE SOUTH SIDE OF STEWART AVENUE, 65 FEET EAST OF PLEASANT AVENUE, WESTBURY, N.Y. 11590, A/K/A 2608 STEWART AVENUE, WESTBURY, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item #

3

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE SOUTH SIDE OF STEWART AVENUE, 65 FEET EAST OF PLEASANT AVENUE. SECTION 45, BLOCK 40 AND LOT(S) 348, AKA 2608 STEWART AVENUE, WESTBURY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," all parties in interest were advised of the existing condition of the structures located on the said captioned premises and;

WHEREAS, all of the said parties have had an opportunity to be heard before this Town Board; and

WHEREAS, the Town Board deems it to be in the public interest to complete the above captioned project;

NOW, THEREFORE, BE IT

RESOLVED, that the one story wood frame one family dwelling with detached garage, located on the South side of Stewart Avenue, 65 feet East of Pleasant Avenue, Section 45, Block 40 and Lot (s) 348, A/K/A 2608 Stewart Avenue, Westbury, Town of Hempstead, New York is hereby deemed to be unsafe; and

RESOLVED, that the Acting Commissioner of the Department of Buildings of the Town of Hempstead be and he hereby is authorized and directed to initiate the above captioned project located on said premise.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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 28<sup>th</sup> 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:

MERRICK STUYVESANT AVENUE (TH 73/22) South Side - TWO HOUR PARKING 8AM - NOON -starting at west curbline of Jefferson Street, west for a distance of 97 feet.

NORTH LAWRENCE LAWRENCE LANE (TH 201/22) East Side - ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAY, SUNDAY & HOLIDAYS- starting at point 30 feet north of the north curbline of Burnside Avenue, then north for a distance of 87 feet.

LAWRENCE LANE (TH 201/22) East Side - ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAY, SUNDAY & HOLIDAYS- starting at point 137 feet north of the north curbline of Burnside Avenue, then north to a point 30 feet south of south curbline of Vista Avenue.

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

MERRICK STUYVESANT AVENUE (TH73/22) South Side - TWO HOUR PARKING 8AM - NOON EXCEPT SATURDAY, SUNDAY & HOLIDAYS - starting at the west curbline of Jefferson Street, west for a distance of 50 feet. (TH: 73/22:4/26/22)

NORTH LAWRENCE LAWRENCE LANE (TH 201/22) East Side ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAY, SUNDAY, & HOLIDAYS - starting at a point 30 feet north of the north curbline of Burnside Avenue, north to a point 30 feet south of the south curbline of Buena Vista Avenue. (TH: 243/09:9/8/09)

Item #

4

Case #

30697

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

Dated: June 14, 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:

MERRICK STUYVESANT AVENUE (TH 73/22) South Side – TWO HOUR Parking 8AM – NOON – starting at west curbline of Jefferson Street, west for a distance of 97 feet.

NORTH LAWRENCE LAWRENCE LANE (TH 201/22) East Side – ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAY, SUNDAY & HOLIDAYS– starting at point 30 feet north of the north curbline of Burnside Avenue, then north for a distance of 87 feet.

LAWRENCE LANE (TH 201/22) East Side – ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAY, SUNDAY & HOLIDAYS– starting at point 137 feet north of the north curbline of Burnside Avenue, then north to a point 30 feet south of south curbline of Vista Avenue.

Section 2. Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty of two thousand twenty two is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

MERRICK STUYVESANT AVENUE (TH73/22) South Side – TWO HOUR PARKING 8AM – NOON EXCEPT SATURDAY, SUNDAY & HOLIDAYS – starting at the west curbline of Jefferson Street, west for a distance of 50 feet. (TH: 73/22: 4/26/22)

NORTH LAWRENCE LAWRENCE LANE (TH 201/22) East Side – ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAY, SUNDAY, & HOLIDAYS – starting at a point 30 feet north of the north curbline of Burnside Avenue, north to a point 30 feet south of the south curbline of Buena Vista Avenue. (TH: 243/09: 9/8/09)

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule 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 28<sup>th</sup> 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:

BALDWIN                      HASTINGS STREET (TH 207/22) South Side  
- NO PARKING ANYTIME - starting at a  
point 243 feet east of the east  
curbline of Milburn Avenue, east for a  
distance of 20 feet.

ISLAND PARK                WASHINGTON AVENUE (TH 200/22) West Side  
- NO PARKING ANYTIME - starting at a  
point 180 feet north of the north  
curbline of Island Parkway south, north  
for a distance of 26 feet.

NORTH BALDWIN              BEECH STREET (TH 101/22) South Side -  
NO PARKING ANYTIME - starting at a  
point 14 feet east of the east curbline  
of Oakmere Drive, then east for a  
distance of 80 feet.

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

NORTH BALDWIN              BEECH STREET (TH 101/22) South Side -  
NO PARKING ANYTIME - starting at a  
point 14 feet east of the east curbline  
of Oakmere Drive, east for a distance  
of 100 feet.

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

Item #

5

Case #

30698

Dated: June 14, 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:

BALDWIN HASTINGS STREET (TH 207/22) South Side – NO PARKING ANYTIME - starting at a point 243 feet east of the east curblineline of Milburn Avenue, east for a distance of 20 feet.

ISLAND PARK WASHINGTON AVENUE (TH 200/22) West Side – NO PARKING ANYTIME – starting at a point 180 feet north of the north curblineline of Island Parkway south, north for a distance of 26 feet.

NORTH BALDWIN BEECH STREET (TH 101/22) South Side – NO PARKING ANYTIME – starting at a point 14 feet east of the east curblineline of Oakmere Drive, then east for a distance of 80 feet.

Section 2. Section two hundred two dashes 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 BALDWIN BEECH STREET (TH 101/22) South Side – NO PARKING ANYTIME – starting at a point 14 feet east of the east curblineline of Oakmere Drive, east for a distance of 100 feet.

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule 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 28<sup>th</sup> 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:

ISLAND PARK	NEW YORK AVENUE (TH 99/22) STOP - all traffic traveling eastbound on Saratoga Boulevard shall come to a full stop.
	NEW YORK AVENUE (TH 99/22) STOP - all traffic traveling westbound on Saratoga Boulevard shall come to a full stop.
LEVITTOWN	SUNRISE LANE (TH 217/22) STOP - all traffic traveling westbound on Hook Lane shall come to a full stop.
ROOSEVELT	ALLERS BOULEVARD (TH 218-22) STOP - all traffic north on Hale Place shall come to a full stop.

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

Dated: June 14, 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 #

30699

Town of Hempstead

A local law to amend Section one hundred ninety seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "ARTERIAL STOPS" at various locations.

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

Section 1. Section one hundred ninety seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty two of two thousand twenty two is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

ISLAND PARK NEW YORK AVENUE (TH 99/22) STOP – all traffic traveling eastbound on Saratoga Boulevard shall come to a full stop.

NEW YORK AVENUE (TH 99/22) STOP – all traffic traveling westbound on Saratoga Boulevard shall come to a full stop.

LEVITTOWN SUNRISE LANE (TH 217/22) STOP – all traffic traveling westbound on Hook Lane shall come to a full stop.

ROOSEVELT ALLERS BOULEVARD (TH 218-22) STOP – all traffic north on Hale Place shall come to a full stop.

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule 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 28<sup>th</sup> 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 197-13 of the code of the Town of Hempstead to INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

LEVITTOWN FARMEDGE ROAD (TH 210/22) North Side - NO STOPPING 8AM TO 4PM SCHOOL DAYS - starting at a point 31 feet east of a point opposite east curblin of Celestial Lane, east for a distance of 330 feet.

ALSO, to REPEAL from Section 197-13 "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" from the following location:

LEVITTOWN FARMEDGE ROAD (TH 210/22) North Side - NO STOPPING 8AM TO 4PM SCHOOL DAYS - starting at a point 40 feet west of a point opposite the west curblin of Jupiter Lane, east for a distance of 160 feet. (TH 107/72: 4/25/72)

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

Dated: June 14, 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 #

7

Case #

30700

Town of Hempstead

A local law to amend Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

Section 1. Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty three of two thousand twenty two is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

LEVITTOWN FARMEDGE ROAD (TH 210/22) North Side – NO STOPPING 8AM TO 4PM SCHOOL DAYS – starting at a point 31 feet east of a point opposite east curblin of Celestial Lane, east for a distance of 330 feet.

Section 2. Section one hundred ninety seven dashes thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number fifty one of two thousand twenty one is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

LEVITTOWN FARMEDGE ROAD (TH 210/22) North Side – NO STOPPING 8AM TO 4PM SCHOOL DAYS – starting at a point 40 feet west of a point opposite the west curblin of Jupiter Lane, east for a distance of 160 feet. (YH 107/72: 4/25/72)

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







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 28th 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:

BALDWIN

HAYES STREET - south side, starting at a point 240 feet west of the west curblineline of Eastern Parkway, west for a distance of 20 feet.  
(TH-211/22)

OCEANSIDE

PERKINS AVENUE - north side, starting at a point 272 feet west of the west curblineline of Nassau Road, west for a distance of 20 feet.  
(TH-222/22)

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

BALDWIN

HASTINGS STREET - south side, starting at a point 243 feet east of the east curblineline of Milburn Avenue, east for a distance of 20 feet.  
(TH-271/16 - 9/20/16) (TH-207/22)

ELMONT

TRIBUNE AVENUE - north side, starting at a point 28 feet west of the west curblineline of Evans Avenue, west for a distance of 18 feet.  
(TH-377/20 - 1/19/21) (TH-205/22)

Item #

9

Case #

21507

MERRICK

STUYVESANT AVENUE - south side, starting  
at a point 50 feet west of the west  
curbline of Jefferson Street, west  
for a distance of 20 feet.  
(TH-73/22 - 4/26/22) (TH-73(B)/22)

OCEANSIDE

WEST WINDSOR PARKWAY - north side,  
starting at a point 192 feet east  
of the east curbline of Messick Avenue,  
east for a distance of 20 feet.  
(TH-492/17 - 1/24/18) (TH-229/22)

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

Dated: Hempstead, New York  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28th day of June, 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 proposal made by the Incorporated Village of East Rockaway, New York, for furnishing fire protection services within the Angle Sea Fire Protection District, for a period of five years commencing January 1, 2022 and expiring December 31, 2026, upon the same conditions, for the annual sum of \$10,537.00 for the year 2022; the sum of \$10,800.00 for the year 2023; the sum of \$11,178.00 for the year of 2024; the sum of \$11,570 for the year of 2025; and \$11,859 for the year of 2026.

The proposed contract is on file in the office of the Town Clerk, Hempstead Town Hall, 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  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

Item #

10

Case #

690

THIS AGREEMENT, made the            day of            ,  
2022, between the TOWN OF HEMPSTEAD, a municipal corporation  
having its principal offices at Hempstead Town Hall, Town  
Hall Plaza, 1 Washington Street, Village and Town of  
Hempstead, Nassau County, New York, on behalf of the ANGLE  
SEA FIRE PROTECTION DISTRICT, hereinafter called the  
"Protection District," and INCORPORATED VILLAGE OF EAST  
ROCKAWAY, a municipal corporation, with its municipal office  
at the Municipal Building, East Rockaway, Nassau County, New  
York, hereinafter called the "Fire Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the Angle  
Sea Protection District, embracing that territory in the Town  
described in the resolution establishing said District,  
adopted by the Town Board of the Town, and the resolutions,  
if any, thereafter extending such District; and

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

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

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

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

FIRST: The Fire Department during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, agrees to furnish and protect, to the best of its ability, against loss by fire to persons and property located within the Protection District to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response, and at all times during the terms of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the ISO Commercial Risk Services, Inc., and in such a manner as will ensure the rating of property in the Protection District as located within a protection area.

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

- a) For the period beginning on the 1<sup>st</sup> day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2022, the sum of \$10,537.00;

- b) For the period beginning on the 1<sup>st</sup> day of January, 2023 and ending on the 31<sup>st</sup> day of December, 2023, the sum of \$10,800.00;
- c) For the period beginning on the 1st day of January, 2024 and ending on the 31st day of December, 2024, the sum of \$11,178.00;
- d) For the period beginning on the 1st day of January, 2025 and ending on the 31st day of December, 2025, the sum of \$11,570.00;
- e) For the period beginning on the 1st day of January, 2026 and ending on the 31st day of December, 2026, the sum of \$11,859.00;

such sums to be levied and assessed upon taxable property within the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of April and the first day of October of each year of the term of this agreement.

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

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



Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Angle Sea Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law, Section 202-a, subdivision 17(a) of the Village Law, both of which prohibit discrimination in membership of volunteer fire departments.

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

TOWN OF HEMPSTEAD on behalf of the  
ANGLE SEA FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF EAST ROCKAWAY

By \_\_\_\_\_

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28<sup>th</sup> day of June, 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 fire protection with the Lawrence-Cedarhurst Fire Department, for furnishing fire protection services within the East Lawrence Fire Protection District, for a period of five years commencing January 1, 2022 and expiring December 31, 2026, for the annual sum of \$11,796.00 for the year 2022; \$12,091.00 for the year 2023; \$12,514.00 for the year 2024; \$12,952 for the year 2025; and \$13,276 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

June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN, JR.  
Supervisor

Item # 11

Case # 1697

THIS AGREEMENT, made the            day of            2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, Town Hall  
Plaza, 1 Washington Street, Village and Town of Hempstead,  
Nassau County, New York, on behalf of the EAST LAWRENCE FIRE  
PROTECTION DISTRICT, hereinafter called the "Protection  
District," and LAWRENCE-CEDARHURST FIRE DEPARTMENT, INC., a  
domestic corporation, situate in said Town, with its  
principal office at Lawrence, Nassau County, New York,  
hereinafter called the "Fire Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the East  
Lawrence Fire Protection District, embracing that territory  
in the Town described in the resolution establishing said  
District, adopted by the Town Board of the Town, and the  
resolutions, if there are any, thereafter extending such  
District; and

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

WHEREAS, this agreement has been duly authorized  
and consented to by the Board of Fire Commissioners of the  
Lawrence-Cedarhurst Fire Department, Inc., and by the member-

ship of the Lawrence Cedarhurst Fire Department Inc.

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

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, protection against loss by fire to property located within the territory of the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability, and at all times during the term of said agreement to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the Protection District and to protect the lives of the inhabitants of such District to the best of its ability and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the Insurance Service Organization, or other appropriate agency, and in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department for the years 2022, 2023, 2024, 2025, and 2026 the sum of \$11,796.00 for the year 2022; the sum of

\$12,091.00 for the year 2023; the sum of \$12,514.00 for the year 2024; the sum of \$12,952 for the year 2025; and the sum of \$13,276 for the year 2026; such sums to be levied and assessed upon taxable property within the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September for the calendar years during the term of the agreement.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire fighting equipment or apparatus.

(b) If the Fire Department is a private fire company, it hereby covenants that it will keep all moneys paid to it hereunder in a separate account on its books and records for the purposes described in subparagraph "(a)" hereof and that it will render to the Protection District, annually in January of each year during the term of this agreement, an account setting forth the amount and object of all expenditures made by it from said fund, which account shall be duly verified by the oaths of the Trustees or Directors of the Fire Department, but all fire apparatus or equipment purchased from the moneys derived from this agreement shall be the sole property of the Fire Department.

The Fire Department, in such case, also agrees to install a system of bookkeeping pertaining to the receipts and disbursements of moneys received under this agreement as may be prescribed by the Protection District to the end that a uniform bookkeeping system shall be kept by such private fire companies with which the Protection District shall contract, with reference to all moneys received and disbursed, in accordance with this agreement, and the Fire Department shall permit the said Protection District to examine and audit said books at all reasonable times as the Protection District may require. Anything contained in this paragraph to the contrary, it is understood and agreed that the money received under this contract shall be credited as a separate account in the books and records of the Fire Department as money received from the Fire Protection Contract with the East Lawrence Fire Protection District and said money shall be credited the same as all other fire protection contract moneys, according to the budget of the Lawrence-Cedarhurst Fire Department, Inc.

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

agreement other than claims for such benefits. The Fire Department/Fire District shall annually provide to the Town Clerk and to the Town Attorney, appropriate certificates of insurance naming the East Lawrence Fire Protection District and the Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law, Section 176-b of the Town Law and Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all of which prohibit discrimination in membership of volunteer fire departments.

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

TOWN OF HEMPSTEAD on behalf of  
EAST LAWRENCE FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
Supervisor

LAWRENCE-CEDARHURST FIRE  
DEPARTMENT, INC.

By \_\_\_\_\_  
Chairman, Board of Fire  
Commissioners

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28<sup>th</sup> day of June, 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 fire protection with the Incorporated Village of Valley Stream, for furnishing fire protection services within the Green Acres Mall Fire Protection District, for a period of five (5) years commencing January 1, 2022 and ending December 31, 2026, for the sum of \$561,819.00 for the year 2022; the sum of \$575,864.00 for the year 2023; the sum of \$596,020.00 for the year 2024; the sum of \$616,880.00 for the year 2025; the sum of \$632,302.00 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  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

Item #

12

Case #

25698



THIS AGREEMENT, made the                    day of                    , 2022  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, 1 Washington  
Street, Hempstead, Nassau County, New York, on behalf of the  
GREEN ACRES MALL FIRE PROTECTION DISTRICT, hereinafter called  
the "Protection District," and the INCORPORATED VILLAGE OF  
VALLEY STREAM, having its principal office at Village Hall,  
Central Avenue, Valley Stream, New York, hereinafter called  
the "Fire Department."

**W I T N E S S E T H :**

WHEREAS, pursuant to the provisions of the Town Law of  
the State of New York, there has been duly established in the  
Town of Hempstead (hereinafter sometimes referred to as the  
"Town"), a fire protection district known as Green Acres Mall  
Fire Protection District, embracing that territory in the Town  
described in the resolution establishing said District,  
adopted by the Town Board of the Town, and the resolutions, if  
any, thereafter extending such District; and

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

WHEREAS, the consent of the Volunteer Fire Department to  
this contract has been obtained pursuant to Section 209-d of  
the General Municipal Law of the State of New York, and said  
contract has also been duly authorized by the Board of  
Trustees of said Incorporated Village of Valley Stream.

NOW, THEREFORE, in consideration of the mutual

covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, for a period of five (5) years beginning on the 1<sup>st</sup> day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2026, to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the Protection District and to protect the lives of the inhabitants of such District to the best of its ability and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the New York Board of Fire Underwriters or the Insurance Service Organization or such other underwriting organization that regularly evaluates fire protection services in the area of the Town of Hempstead, and in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the sum of \$561,819.00 for the year 2022; the sum of \$575,864.00 for the year 2023; the sum of \$596,020.00 for the year 2024; the sum of \$616,880.00 for the year 2025; the sum of \$632,302.00 for the year 2026; such sums to be levied and assessed upon the taxable property

within the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in full.

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

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law of the State of New York, required for the protection of its members and to hold the Town and the Protection District harmless from any and all claims for injury or damages to persons and property arising out of its operation under this agreement other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Green Acres Mall Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 10-1006, subdivision 17(a) of the Village Law, both of which prohibit discrimination in membership of Volunteer Fire Departments.

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

TOWN OF HEMPSTEAD on behalf  
of the GREEN ACRES MALL FIRE  
PROTECTION DISTRICT

Pursuant to General  
Municipal Law § 209-d  
the Valley Stream Volunteer  
Fire Department hereby  
consents to the within  
contract.

By \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF VALLEY  
STREAM

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Mayor

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28<sup>th</sup> day of June, 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 contract with the Westbury Fire District for furnishing fire protection services within the Hempstead Plains Fire Protection District for a period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$167,908.00 for the year 2022; \$172,106.00 for the year 2023; \$178,129.00 for the year 2024; and \$184,364.00 for the year 2025; and \$188,973.00 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

June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
TOWN CLERK

DONALD X. CLAVIN, JR.  
Supervisor

Item # 13

Case # 1112

THIS AGREEMENT, made the            day of  
2022, between the TOWN OF HEMPSTEAD, a municipal corporation  
having its principal offices at Hempstead Town Hall, Town  
Hall Plaza, 1 Washington Street, Village and Town of  
Hempstead, Nassau County, New York, on behalf of the  
HEMPSTEAD PLAINS FIRE PROTECTION DISTRICT, hereinafter called  
the "Protection District," and the WESTBURY FIRE DISTRICT,  
having its principal office at 160 Drexel Avenue, Westbury,  
Nassau County, New York, hereinafter called the "Fire  
Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the  
Hempstead Plains Fire Protection District, embracing that  
territory in the Town described in the resolution  
establishing said District, adopted by the Town Board of the  
Town, and the resolutions, if there are any, thereafter  
extending and/or diminishing such District; and

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

WHEREAS, a metes and bounds description of that portion of the Protection District to be protected by the Fire Department is as follows:

BEGINNING at a point where the westerly line of Merrick Avenue, if extended northerly, would intersect the center line of Old Country Road; thence running southerly 300 feet more or less to and along the westerly line of Merrick Avenue, which is also the eastern boundary of South Westbury Fire Maintenance District to the northeasterly corner of Roosevelt Field Fire Maintenance District; thence running along the boundary of the Roosevelt Field Fire Maintenance District the following four courses; South 3 degrees 39 minutes 53 seconds east 40.01 feet along the westerly line of Merrick Avenue; thence running south 19 degrees 23 minutes 03 seconds east 2338.20 feet also along the westerly line of Merrick Avenue; thence running south 64 degrees 19 minutes 05 seconds west 1687.07 feet; thence running south 73 degrees 36 minutes 48 seconds west 870.73 feet to the easterly boundary of East Garden City Fire Protection District; then running southerly, at right angles to last-mentioned course, along the easterly boundary of East Garden City Fire Protection District to the center line of Stewart Avenue; thence running easterly along the center line of Stewart Avenue to the intersection of Carman Avenue and Dutch Lane and continuing along the center line of Dutch Lane to the Hempstead town line; thence running northerly along the Hempstead Town line to the center line of Old Country Road; thence running westerly along the center line of Old Country Road which is the boundary line between the Town of Hempstead and North Hempstead to the point of Beginning;

and;

WHEREAS, the consent of the Westbury Fire Department to this contract has been obtained pursuant to Section 209-d of the General Municipal Law of the State of New York, and this agreement has also been authorized and consented to by the Commissioners of the Westbury Fire District, pursuant to Section 186, Subdivision 3, and Section 176, Subdivision 16, of the Town Law of the State of New York.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the Protection District for a period of five (5) years upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, protection against loss by fire to property located within the Protection District lying north of Stewart Avenue, and to protect the lives of the inhabitants of the aforesaid portion of said District to the best of its ability and to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and protection against loss by fire to property located within the territory of the Protection District, and at all times during the term of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the New York Board of Fire Underwriters or the Insurance Service Organization or such other underwriting organization that regularly evaluates fire protection services in the area of the Town of Hempstead, and in such manner as will ensure the rating of property in the Protection District lying north of Stewart Avenue.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$167,908.00 for the year 2022; \$172,106.00 for the year 2023; \$178,129.00 for the year 2024; and \$184,364.00 for the year 2025; and \$188,973.00



for the year 2026, such sums to be levied and assessed upon taxable property within the territory of said Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September for the calendar years during the term of this agreement.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire-fighting equipment or apparatus.

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

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

Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement other than claims for such benefits.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law, Section 176-B of the Town Law, Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all of which prohibit discrimination in membership of volunteer fire departments.

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

TOWN OF HEMPSTEAD on behalf of  
HEMPSTEAD PLAINS FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_

Supervisor

WESTBURY FIRE DISTRICT

By \_\_\_\_\_

Chairman, Board of Fire  
Commissioners

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28th day of June, 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 proposal by the Incorporated Village of Valley Stream to contract for the furnishing of fire protection within the Mill Brook Fire Protection District for a five (5) year period commencing January 1, 2022 and ending December 31, 2026, for the sum of \$284,556.00 for the year 2022; the sum of \$291,670.00 for the year 2023; the sum of \$301,878.00 for the year 2024; the sum of \$312,444.00 for the year 2025; and the sum of \$320,255.00 for the year 2026.

The proposed contract is on file in the Office of the Town Clerk, Hempstead Town Hall, Hempstead, New York, where the same may be inspected during office hours, 9:00 a.m. to 4:45 p.m.

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  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

Item # 14

Case # 25699

THIS AGREEMENT, made the            day of            , 2022

between the TOWN OF HEMPSTEAD, a municipal corporation having its principal offices at Hempstead Town Hall, 1 Washington Street, Hempstead, Nassau County, New York, on behalf of the MILL BROOK FIRE PROTECTION DISTRICT, hereinafter called the "Protection District," and the INCORPORATED VILLAGE OF VALLEY STREAM, having its principal office at Village Hall, Central Avenue, Valley Stream, New York, hereinafter called the "Fire Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town Law of the State of New York, there has been duly established in the Town of Hempstead (hereinafter sometimes referred to as the "Town"), a fire protection district known as Mill Brook Fire Protection District, embracing that territory in the Town described in the resolution establishing said District, adopted by the Town Board of the Town, and the resolutions, if any, thereafter extending such District; and

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

WHEREAS, the consent of the Volunteer Fire Department to this contract has been obtained pursuant to Section 209-d of the General Municipal Law of the State of New York, and said contract has also been duly authorized by the Board of Trustees of said Incorporated Village of Valley Stream.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection

within the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during The period of this agreement, beginning on the 1<sup>st</sup> day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2026, to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the Protection District and to protect the lives of the inhabitants of such District to the best of its ability and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the New York Board of Fire Underwriters or the Insurance Service Organization or such other underwriting organization that regularly evaluates fire protection services in the area of the Town of Hempstead, and in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the sum of \$284,556.00 for the year 2022; the sum of \$291,670.00 for the year 2023; the sum of \$301,878.00 for the year 2024; the sum of \$312,444.00 for the year 2025; and the sum of \$320,255.00 for the year 2026; such sums to be levied and assessed upon the taxable property within the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in full.

THIRD: If the Fire Department is a Village or a Fire District, it may pay to the Volunteer Fire Department or Company under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the

consideration paid hereunder, in accordance with Subdivision 16 of Section 176 of the Town Law of the State of New York, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law of the State of New York, required for the protection of its members and to hold the Town and the Protection District harmless from any and all claims for injury or damages to persons and property arising out of its operation under this agreement other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Mill Brook Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 10-1006, subdivision 17(a) of the Village Law, both of which prohibit discrimination in membership of Volunteer Fire Departments.

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

TOWN OF HEMPSTEAD on behalf  
of the MILL BROOK FIRE  
PROTECTION DISTRICT

Pursuant to General  
Municipal Law § 209-d  
the Valley Stream Volunteer  
Fire Department hereby  
consents to the within  
Contract

By \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF  
VALLEY STREAM

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Mayor

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28<sup>th</sup> day of June, 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 contract with the Westbury Fire District for furnishing fire protection services within the Roosevelt Field Fire Protection District for a period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$302,971.00 for the year 2022; \$310,545.00 for the year 2023; and \$321,414.00 for the year 2024; \$332,664.00 for the year 2025; \$340,980.00 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

June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
TOWN CLERK

DONALD X. CLAVIN, JR.  
Supervisor

Item #

15

Case #

1113



THIS AGREEMENT, made the            day of  
2022, between the TOWN OF HEMPSTEAD, a municipal corporation  
having its principal offices at Hempstead Town Hall, Town  
Hall Plaza, 1 Washington Street, Village and Town of  
Hempstead, Nassau County, New York, on behalf of the  
ROOSEVELT FIELD FIRE PROTECTION DISTRICT, hereinafter called  
the "Protection District," and the WESTBURY FIRE DISTRICT,  
having its principal office at 160 Drexel Avenue, Westbury,  
Nassau County, New York, hereinafter called the "Fire  
Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the  
Roosevelt Field Fire Protection District, embracing that  
territory in the Town described in the resolution  
establishing said District, adopted by the Town Board of the  
Town, and the resolutions, if there are any, thereafter  
extending and/or diminishing such District; and

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the Protection District for a period of five (5) years upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, protection against loss by fire to property located within the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability and to provide emergency, rescue, first aid, ambulance and emergency medical services and protection, and protection against loss by fire to property located within the territory of the protection district, and at all times during the term of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the New York Board of Fire Underwriters or the Insurance Service Organization or such other underwriting organization that regularly evaluates fire protection services in the area of the Town of Hempstead, and in such manner as will ensure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$302,971.00 for the year 2022; \$310,545.00 for the year 2023; and \$321,414.00 for the year 2024; \$332,664.00 for the year 2025; \$340,980.00 for the year 2026; such sums to be levied and assessed upon taxable property within the territory of said Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September for the calendar years during the term of this agreement.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire-fighting equipment or apparatus.

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

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town

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

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 176-B of the Town Law, and Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all of which prohibit discrimination in membership of volunteer fire departments.

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

TOWN OF HEMPSTEAD on behalf of  
ROOSEVELT FIELD FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_

Supervisor

WESTBURY FIRE DISTRICT

By \_\_\_\_\_

Chairman, Board of Fire  
Commissioners

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28th day of June, 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 made by the Inwood Fire District to contract for the furnishing of fire protection services within the Silver Point Fire Protection District, for a period of five years commencing January 1, 2022 and expiring December 31, 2026, upon conditions for the annual sums of \$18,132.00 for the year 2022; \$18,585.00 for the year 2023; \$19,236.00 for the year 2024; \$19,909 for the year 2025; and \$20,407 for the year 2026.

SAID contract is on file in the Office of the Town Clerk, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours, 9:00 a.m. to 4:45 p.m.

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  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
TOWN CLERK

DONALD X. CLAVIN, JR.  
Supervisor

Item #

16

Case #

8762-B

AGREEMENT, made this            day of            , 2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, 1 Washington  
Street, Hempstead, Nassau County, New York, on behalf of the  
SILVER POINT FIRE PROTECTION DISTRICT, hereinafter called the  
"Protection District," and the INWOOD FIRE DISTRICT, having  
its principal office at 188 Doughty Boulevard, Inwood, Nassau  
County, New York, hereinafter called the "Fire Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town Law of  
the State of New York, there has been duly established in the  
Town of Hempstead (hereinafter sometimes referred to as the  
"Town"), a Fire Protection District known as the Silver Point  
Fire Protection District, embracing that territory in the Town  
described in the resolution establishing said District,  
adopted by the Town Board of the Town, and the resolutions, if  
any, thereafter extending such District; and

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

WHEREAS, the consent of the Inwood Fire Department to  
this contract has been obtained pursuant to Section 209-d of  
the General Municipal Law of the State of New York, and said

contract has also been duly authorized by the Board of Fire Commissioners of the said Inwood Fire District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection and to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response within the territory of the Protection District, and the Fire Department agrees to furnish such protection and response upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2026, fire protection and emergency, rescue, first aid, ambulance and emergency medical services and response and protection against loss by fire to property located within the territory of the Protection District, and to protect the lives of the inhabitants and occupants of such District to the best of its ability and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the ISO Commercial/Risk Services, Inc. or other appropriate fire rating agency or organization, and in such manner as will insure the current or better rating of property within the territory of the Protection District as located within a protected area.

SECOND: The Fire Department shall provide, under the terms of this contract, all fire protection services and additionally provide all emergency, rescue, first aid,

ambulance and emergency medical services protection and response services to the Fire Protection district.

THIRD: Concerning alarms for emergency, rescue, first aid, ambulance and emergency medical services protection and response, in addition to the Fire Department alarm notification, there shall be simultaneous alarm notification to adjacent Emergency Medical Services (EMS) provider.

FOURTH: The Inwood Fire District, and the Inwood Fire Department, as primary responder, shall have the right to verify, by any means, the certifications and expirations dates of any adjacent EMS provider under Article 30 of the New York State Health Law, who may respond into the Silver Point Fire Protection district, and, additionally, to verify, by any means, the certifications and expiration dates of any and all members of any adjacent EMS provider under Article 30 of the New York State Health Law, and any other protocols, standard operating procedures, regulations, or orders that may be promulgated by any State or local agency regarding the EMS service. Furthermore, any adjacent EMS provider that may provide services shall work in full compliance and cooperation with the Inwood Fire District and the Inwood Fire Department.

FIFTH: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the sums of \$18,132.00 for the year 2022; \$18,585.00 for the year 2023; \$19,236.00 for the year 2024; \$19,909 for the year 2025; and \$20,407 for the year 2026, such sums to be levied and assessed upon the taxable property



within the Protection District and collected with the other Town taxes by the Town.

SIXTH: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof, except for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, the maintenance of the building, or buildings, used for the storage of such fire-fighting equipment or apparatus.

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

SEVENTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town, pursuant to the Volunteer Firemen's Benefit Law, during the term of this agreement, and the Fire District hereby agrees to provide all liability insurance other than for benefits payable by the Protection District, to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all

claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims for such benefits. The Fire District/Fire Department shall annually provide to the Town Clerk and the Town Attorney appropriate certificates of insurance, naming the Silver Point Fire Protection District and the Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

EIGHTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law and Section 176-b of the Town Law, both of which prohibit discrimination in membership of volunteer fire departments.

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

TOWN OF HEMPSTEAD on behalf of  
SILVER POINT FIRE PROTECTION  
DISTRICT

BY \_\_\_\_\_  
Supervisor

INWOOD FIRE DISTRICT

By \_\_\_\_\_  
Chairman,  
Board of Fire Commissioners

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28<sup>th</sup> day of June, 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 fire protection within the South Franklin Square Fire Protection District with the Franklin Square and Munson Fire District, for a five (5) year period commencing January 1, 2022 and ending December 31, 2026 for the annual sum of \$180,895.00 for the year 2022; \$185,417.00 for the year 2023; \$191,907.00 for the year 2024; \$198,624.00 for the year 2025; and \$203,589.00 for the year 2026.

SAID contract is on file in the Office of the Town Clerk, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours, 9:00 a.m. to 4:45:pm.

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

Dated: Hempstead, New York

June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN  
Supervisor

Item #

17

Case #

2558

**AGREEMENT**, made this            day of            , 2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, 1 Washington  
Street, Hempstead, Nassau County, New York, on behalf of the  
SOUTH FRANKLIN SQUARE FIRE PROTECTION DISTRICT, hereinafter  
called the "Protection District," and FRANKLIN SQUARE & MUNSON  
FIRE DISTRICT, having its principal office at 841 Liberty  
Avenue, Franklin Square, New York, hereinafter called the  
"Fire Department."

**W I T N E S S E T H**

WHEREAS, pursuant to the provisions of the Town Law of the  
State of New York, there has been duly established in the Town  
of Hempstead (hereinafter sometimes referred to as the  
"Town"), a fire protection district known as the South  
Franklin Square Fire Protection District, embracing that  
territory in the Town described in the resolution establishing  
said District, adopted by the Town Board of the Town, and the  
resolutions, if any, thereafter extending such District; and

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

WHEREAS, the consent of the Franklin Square & Munson  
Fire Department to this contract has been obtained pursuant to  
Section 209-d of the General Municipal Law of the State of New  
York, and said contract has also been duly authorized and by  
the Board of Fire Commissioners of the said Franklin Square &  
Munson Fire District.

NOW, THEREFORE, in consideration of the mutual

covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the territory of the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, beginning on the 1<sup>st</sup> day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2026, to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the Protection District and to protect the lives of the inhabitants of such District to the best of its ability and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the Insurance Service Organization, or other appropriate agency, and in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$180,895.00 for the year 2022; \$185,417.00 for the year 2023; \$191,907.00 for the year 2024; \$198,624.00 for the year 2025; and \$203,589.00 for the year 2026.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all monies paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of

firemen and liability insurance, the maintenance of the building, or buildings used for the storage of such fire-fighting equipment or apparatus.

(b) If the Fire Department is a village or a fire district, it may pay to the volunteer fire department or company under its jurisdiction which renders the fire protection services to be furnished hereunder in accordance with Subdivision 16 of Section 176 of the Town Law of the State of New York, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire Department/Fire District hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law of the State of New York, required for the protection of its members and to hold the Town and the Protection District harmless from any and all claims for injury or damages to persons and property arising out of its operation under this agreement other than claims for such benefits. The Fire Department/Fire District shall annually provide to the Town Clerk and to the Town Attorney, appropriate certificates of insurance naming the South Franklin Square Fire Protection District and the Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 176-b of the Town

Law, both of which prohibit discrimination in membership of  
Volunteer Fire Departments.

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

TOWN OF HEMPSTEAD on behalf of  
the SOUTH FRANKLIN SQUARE FIRE  
PROTECTION DISTRICT.

By \_\_\_\_\_  
Supervisor

FRANKLIN SQUARE & MUNSON FIRE  
DISTRICT

By \_\_\_\_\_  
Chairman, Board of Fire  
Commissioners

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28<sup>th</sup> day of June, 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 contract with the Westbury Fire District for furnishing fire protection services within the South Westbury Fire Protection District for a period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$7,027.00 for the year 2022; \$7,203.00 for the year 2023; \$7,455.00 for the year 2024; \$7,716.00 for the year 2025; and \$7,909.00 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

June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
TOWN CLERK

DONALD X. CLAVIN, JR.  
Supervisor

Item #

18

Case #

1824



THIS AGREEMENT, made the            day of 2022,  
 , between the TOWN OF HEMPSTEAD, a municipal corporation  
 having its principal offices at Hempstead Town Hall, Town  
 Hall Plaza, 1 Washington Street, Village and Town of  
 Hempstead, Nassau County, New York, on behalf of the SOUTH  
 WESTBURY FIRE PROTECTION DISTRICT, hereinafter called the  
 "Protection District," and the WESTBURY FIRE DISTRICT, having  
 its principal office at 160 Drexel Avenue, Westbury, Nassau  
 County, New York, hereinafter called the "Fire Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town  
 Law of the State of New York, there has been duly established  
 in the Town of Hempstead (hereinafter sometimes referred to  
 as the "Town"), a Fire Protection District known as the South  
 Westbury Fire Protection District, embracing that territory  
 in the Town described in the resolution establishing said  
 District, adopted by the Town Board of the Town, and the  
 resolutions, if there are any, thereafter extending and/or  
 diminishing such District; and

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the Protection District for a period of five (5) years upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, protection against loss by fire to property located within the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability, and to provide emergency medical services and protection, and protection against loss by fire to property located within the territory of the protection district and at all times during the term of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the , and in such manner as will ensure the rating of property in the Protection District.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$7,027.00 for the year 2022; \$7,203.00 for the year 2023; \$7,455.00 for the year 2024; \$7,716.00 for the year 2025; and \$7,909.00 for the year 2026, such sums to be levied and assessed upon taxable

property within the territory of said Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September for the calendar years during the term of this agreement.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire fighting equipment or apparatus.

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

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

Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement other than claims for such benefits.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 176-B of the Town Law, and Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all of which prohibit discrimination in membership of volunteer fire departments.

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

TOWN OF HEMPSTEAD on behalf of  
SOUTH WESTBURY FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_

Supervisor

WESTBURY FIRE DISTRICT

By \_\_\_\_\_

Chairman, Board of Fire  
Commissioners

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28<sup>th</sup> day of June, 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 proposal made by Hewlett Bay Fire District, to contract for the furnishing of fire protection services within the West Sunbury Fire Protection District for a five year period commencing January 1, 2022 and expiring December 31, 2026, for the annual sums of \$393,467.00 for the year 2022; \$403,304.00 for the year 2023; \$417,419.00 for the year 2024; \$432,029.00 for the year 2025; and \$442,830.00 for the year 2026.

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

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

Dated: Hempstead, New York  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

Item #

19

Case #

6743

THIS AGREEMENT, made the            day of            , 2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, Town Hall  
Plaza, 1 Washington Street, Village and Town of Hempstead,  
Nassau County, New York, on behalf of the WEST SUNBURY FIRE  
PROTECTION DISTRICT, hereinafter called the "Protection  
District," and the HEWLETT BAY FIRE DISTRICT, having its  
principal office at 25 Franklin Avenue, Hewlett, Nassau  
County, New York, hereinafter called the "Fire Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the West  
Sunbury Fire Protection District, embracing that territory in  
the Town described in the resolution establishing said  
District, adopted by the Town Board of the Town, and the  
resolutions, if there are any, thereafter extending such  
District; and

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

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

New York, and said contract has also been duly authorized by the Board of Fire Commissioners of the said Hewlett Bay Fire District;

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

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability, and at all times during the term of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the Insurance Service Organization or other underwriting entity approved by the Town, and in such manner as will ensure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sums of \$393,467.00 for the year 2022; \$403,304.00 for the year 2023; \$417,419.00 for the year 2024; \$432,029.00 for the year 2025; and \$442,830.00 for

the year 2026; such sums to be levied and assessed upon the taxable property within the territory of the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September of each year.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire fighting equipment or apparatus.

(b) If the Fire Department is a village or a fire district, it may pay to the volunteer fire department or company under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder in accordance with Subdivision 16 of Section 176 of the Town Law, and Section 209-4 of the General Municipal Law.

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



Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damages to persons and property arising out of its operation under this agreement other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the West Sunbury Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law, Section 176-b of the Town Law, both of which prohibit discrimination in membership of volunteer fire departments.

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

TOWN OF HEMPSTEAD on behalf of  
WEST SUNBURY FIRE PROTECTION DISTRICT

By \_\_\_\_\_

Supervisor

HEWLETT BAY FIRE DISTRICT

By \_\_\_\_\_

Chairman, Board of Fire  
Commissioners

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28<sup>th</sup> day of June, 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 contract with the Woodmere Fire District for furnishing fire protection services within the Woodmere Fire Protection District for a period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$60,434.00 for the year 2022; \$61,945.00 for the year 2023; \$64,113.00 for the year 2024; \$66,357.00 for the year 2025; and \$68,016.00 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  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
TOWN CLERK

DONALD X. CLAVIN, JR.  
Supervisor

Item #

20

Case #

4610

THIS AGREEMENT, made the            day of            2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, Town Hall  
Plaza, 1 Washington Street, Village and Town of Hempstead,  
Nassau County, New York, on behalf of the WOODMERE FIRE  
PROTECTION DISTRICT, hereinafter called the "Protection  
District," and the WOODMERE FIRE DISTRICT, having its  
principal office at 20 Irving Place, Woodmere, NY 11598-1230  
Nassau County, New York, hereinafter called the "Fire  
Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the  
Woodmere Fire Protection District, embracing that territory  
in the Town described in the resolution establishing said  
District, adopted by the Town Board of the Town, and the  
resolutions, if there are any, thereafter extending and/or  
diminishing such District; and

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the Protection District for a period of five (5) years upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2015 and ending on the 31st day of December, 2019, protection against loss by fire to property located within the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability, and to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the protection district, and at all times during the term of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the New York Board of Fire Underwriters or the Insurance Service Organization, or other appropriate agency, and in such manner as will ensure the rating of property in the Protection District.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$60,434.00 for the year

2022; \$61,945.00 for the year 2023; \$64,113.00 for the year 2024; \$66,357.00 for the year 2025; and \$68,016.00 for the year 2026; such sums to be levied and assessed upon taxable property within the territory of said Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September for the calendar years during the term of this agreement.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire fighting equipment or apparatus.

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

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

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

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 176-B of the Town Law, and Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all of which prohibit discrimination in membership of volunteer fire departments.

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

TOWN OF HEMPSTEAD on behalf of  
WOODMERE FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_

Supervisor

WOODMERE FIRE DISTRICT

By \_\_\_\_\_

Chairman, Board of Fire  
Commissioners

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28<sup>th</sup> day of June, 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 ratifying and confirming a contract with the Incorporated Village of Island Park for furnishing fire protection services within the Wreck Lead Fire Protection District for a period of one (1) year commencing January 1, 2021 and expiring December 31, 2021, for the annual sum of \$132,577.00, and considering a contract with the Incorporated Village of Island Park for furnishing fire protection services within the Wreck Lead Fire Protection District for a period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$132,577.00 for the year 2022; of \$135,891.00 for the year 2023; of \$140,648.00 for the year 2024; of \$145,570.00 for the year 2025; and \$149,210.00 for the year 2026.

SAID contracts are on file in the Office of the Town Clerk, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours, 9:00 a.m. to 4:45 pm.

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

Dated: Hempstead, New York

June 14, 2022

BY ORDER OF THE TOWN BOARD OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN JR.  
SUPERVISOR

KATE MURRAY  
TOWN CLERK

Item # 21  
Case # 753

AGREEMENT, made this            day of            , 2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, 1 Washington  
Street, Hempstead, Nassau County, New York, on behalf of the  
WRECK LEAD FIRE PROTECTION DISTRICT, hereinafter called the  
"Protection District," and the INCORPORATED VILLAGE OF ISLAND  
PARK, with its principal offices at 127 Long Beach Road,  
Island Park, New York 11558, hereinafter called the "Fire  
Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town Law of  
the State of New York, there has been duly established in the  
Town of Hempstead (hereinafter sometimes referred to as the  
"Town"), a Fire Protection District known as the Wreck Lead  
Fire Protection District, embracing that territory in the Town  
described in the resolution establishing said District,  
adopted by the Town Board of the Town, and the resolutions, if  
any, thereafter extending such District; and

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

WHEREAS, this agreement has been duly authorized and  
consented to by the Volunteer Fire Department of the  
Incorporated Village of Island Park pursuant to Section 209-d



of the General Municipal Law of the State of New York, and also by the Board of Trustees of said Village after a public hearing on due notice.

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

FIRST: The Fire Department agrees to provide and furnish during the period of this agreement beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2026, protection against loss by fire to property located within the territory of the Protection District, to protect the lives of the inhabitants of such District to the best of its ability, to provide emergency rescue, first aid, ambulance and emergency medical services and protection and response and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the ISO Commercial Risk Services, Inc., in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$132,577.00 for the year 2022; of \$135,891.00 for the year 2023; of \$140,648.00 for the year 2024; of \$145,570.00 for the year 2025; and \$149,210.00

for the year 2026; such sums to be levied and assessed upon the taxable property within the Protection District and collected with the other Town taxes by the Town.

THIRD: If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this agreement for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, the maintenance of the building, or buildings, used for the storage of such fire-fighting equipment or apparatus.

If the Fire Department is a fire district, the purposes and expenditures described in subparagraph "a" hereof shall include the payments provided in Subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

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

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

the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Wreck Lead Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 202-a, subdivision 17(a), of the Village Law of the State of New York, both of which prohibit discrimination in membership of volunteer fire departments.

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

TOWN OF HEMPSTEAD on behalf of  
WRECK LEAD FIRE PROTECTION  
DISTRICT

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF ISLAND  
PARK

By \_\_\_\_\_  
Mayor

AGREEMENT, made this            day of            , 2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, 1 Washington  
Street, Hempstead, Nassau County, New York, on behalf of the  
WRECK LEAD FIRE PROTECTION DISTRICT, hereinafter called the  
"Protection District," and the INCORPORATED VILLAGE OF ISLAND  
PARK, with its principal offices at 127 Long Beach Road,  
Island Park, New York 11558, hereinafter called the "Fire  
Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town Law of  
the State of New York, there has been duly established in the  
Town of Hempstead (hereinafter sometimes referred to as the  
"Town"), a Fire Protection District known as the Wreck Lead  
Fire Protection District, embracing that territory in the Town  
described in the resolution establishing said District,  
adopted by the Town Board of the Town, and the resolutions, if  
any, thereafter extending such District; and

WHEREAS, after a public hearing on due notice, the said  
Town Board duly authorized an agreement with the Fire  
Department for fire protection within the territory of the  
Protection District, for a period of one (1) year upon the  
terms and conditions herein set forth; and

WHEREAS, this agreement has been duly authorized and  
consented to by the Volunteer Fire Department of the  
Incorporated Village of Island Park pursuant to Section 209-d.

of the General Municipal Law of the State of New York, and also by the Board of Trustees of said Village after a public hearing on due notice.

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

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

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$132,577.00 for the year 2021, such sum to be levied and assessed upon the taxable

property within the Protection District and collected with the other Town taxes by the Town.

THIRD: If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this agreement for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, the maintenance of the building, or buildings, used for the storage of such fire-fighting equipment or apparatus.

If the Fire Department is a fire district, the purposes and expenditures described in subparagraph "a" hereof shall include the payments provided in Subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

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

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

Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Wreck Lead Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 202-a, subdivision 17(a), of the Village Law of the State of New York, both of which prohibit discrimination in membership of volunteer fire departments.



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

TOWN OF HEMPSTEAD on behalf of  
WRECK LEAD FIRE PROTECTION  
DISTRICT

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF ISLAND  
PARK

By \_\_\_\_\_  
Mayor

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 June 28th, 2022 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of LEON PETROLEUM LLC. for rezoning from Residence "B" District to Business "X" District" and for inclusion into the Gasoline Service station "GSS" District on the s/si of Jerusalem Avenue n/si of Saw Mill Road located in North Bellmore, New York:  
and BE IT

A parcel of improved with a one-and a half story building located on Jerusalem Ave. w/frontage on Jerusalem Avenue of 57.92' and frontage on Saw Mill Road of 66.60' and a depth of 90.50' on the west property line and a depth of 113.64' on the east property line situated in North Bellmore, 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: June 14, 2022  
Hempstead, N.Y.

Item #

22

Doc #

30419

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 June 28th at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of LEON PETROLEUM, LLC for a variance from provisions of "GSS" Ordinance consisting of two (2) pump islands with four (4) multi-grade product dispensers; canopy over the pump islands three (3) underground petroleum product storage tanks each with a capacity of 10,000 gallons, one (1) story with overall area currently used for attendant, transactions and automotive repair to be used as a convenience store at the premises situated in North Bellmore, New York.

A triangle property at the intersection of Jerusalem Avenue and Saw Mill road on the s/si of Jerusalem Avenue approx. 305.92 and the n/si of Saw Mill Road approx. 319.50' situated in North Bellmore, 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: JUNE 14, 2022  
Hempstead, N.Y.

Item #

23

30420

CASE NO.

RESOLUTION NO.:

Adopted:

Council  
moved for its adoption:

offered the following resolution and

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

WHEREAS, the applicant, Gursanj Auto Repairs, LLC, has submitted to the Town of Hempstead an application for a Special Exception for a .195 acre parcel of land located at 1580 Grand Avenue, Baldwin, New York; and

WHEREAS, the purpose of the proposed Special Exception is to maintain an existing public garage to perform auto repairs; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that this Town Board is "Lead Agency" for the proposed Special Exception for said parcel of land located in Baldwin, 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 Special Exception 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:**

**GURSANJ**

**AUTO**

**REPAIR, LLC**

**BALDWIN**

Item # 24

30462

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF  
ENGINEERING TO EXECUTE AN INTERMUNICIPAL AGREEMENT  
WITH THE INCORPORATED VILLAGE OF ROCKVILLE CENTRE

WHEREAS, the Town of Hempstead (the "Recipient") entered into an agreement with the Governor's Office of Storm ("GOSR") recovery know as Mill River Storm Water Drainage Improvement Project (the "Project") effective October 21, 2021; and

WHEREAS, the Project is to include Storm Water Drainage Improvements to help mitigate tidal flooding during storm events along certain portions of roadways that are located along the East side of Mill River on River Avenue and River Road; and

WHEREAS, the Project requires the Recipient to enter onto property owned by the Village of Rockville Center, NY; and

WHEREAS, an Intermunicipal Agreement has been received from the Village of Rockville Center; and

WHEREAS, it is in the best interest for the Town to enter into this agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Engineering is authorized to enter into this Intermunicipal Agreement with the Village of Rockville Center to allow the Project to be fulfilled.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 25

Case # 28128

27511

## INTER-MUNICIPAL AGREEMENT

This Inter-Municipal Agreement (IMA), dated as of May ----2022 (Effective Date), is made between the Incorporated Village of Rockville Centre (Village), a municipal corporation of the State of New York, with its principal offices at One College Place, Rockville Centre, New York, 11570 and Town of Hempstead, a municipal corporation of the State of New York, with its principal offices at One Washington Street, Hempstead, New York, 11550 (Town).

### **1. Purpose**

The Town entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement with the Housing Trust Fund Corporation operating by and through its division, the Governor's Office of Storm Recovery (GOSR), (collectively referred to herein as the Grantee) on November 24, 2014. As a consequence of such Agreement, the Town is authorized by current agreement and amendments to administer Community Development Block Grant (CDBG) funds in the State of New York.

GOSR is administering a program known as Living with the Bay (LWTB) which includes stormwater outfall locations on River Avenue and River Road, (the Project). A portion of the Project is located within various areas of the Incorporated Village of Rockville Centre. The Town, as a GOSR Subrecipient, shall be responsible pursuant to the foregoing Agreement for managing the Project as Subrecipient utilizing funds provided to it through the GOSR Community Development Block Grant. The Village is the sole beneficiary of the Project and the Town is not receiving any direct benefit from the aforementioned improvement.

### **2. Responsibilities Upon Completion**

The Town shall have no ongoing responsibility for the Project, including any maintenance or future associated costs thereof, upon completion of the Project. The Village shall solely be responsible for any and all maintenance and future associated costs of the Project.

Furthermore, the Village agrees to defend, indemnify and hold harmless the Town, its officers, directors, agents or employees, against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the Village, its officers, directors, agents or employees in connection with the Project. The obligations pursuant to this provision shall survive the completion of the Project.



These parties have cause this IMA to be signed by their duly authorized representative as of the date set forth above.

**Village of Rockville Centre**

By: 

Printed Name: Frank Murray

Title: Mayor

Date: 6-16-22

**Town of Hempstead**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MILL RIVER "STORMWATER" PROJECTS  
NEW YORK STATE FUNDED GRANT AGREEMENT

THIS NEW YORK STATE FUNDED GRANT AGREEMENT ("Agreement") is entered into on the 01/21/2022 and made effective as of the 1<sup>st</sup> day of October 2021 ("Effective Date"), by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor's Office of Storm Recovery ("GOSR") (collectively referred to herein as the "Grantee"), and Town of Hempstead ("Recipient"), a municipal corporation. The foregoing Grantee and Recipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, as part of GOSR's New York State Capital Fund Appropriation, GOSR seeks to fund certain "stormwater" projects on Long Island with 100% NYS capital funds; and

WHEREAS, the Mill River Watershed on the southern shore of Long Island suffered extensive damage and coastal flooding from Superstorm Sandy; and

WHEREAS, Grantee wishes to engage Recipient to implement a project to include stormwater drainage infrastructure upgrades; and

WHEREAS, Grantee seeks to grant to Recipient an amount of NYS capital funding to implement a project, as further detailed herein and in Exhibits A ("Recipient Program Description") and B ("Budget"); and

WHEREAS, GOSR is responsible to manage the implementation of these reimbursement-based projects;

NOW THEREFORE, the Parties agree that the New York State Capital Appropriations Funds will be administered in accordance with the following terms and conditions:

**I. RECIPIENT PROGRAM**

Recipient will be responsible for: a) performing the activities detailed in Exhibit A, which may be amended from time to time, and is hereby incorporated by reference ("Recipient Program Description"), and Exhibit B; and b) adhering to the awarded budget and projected deliverables (as and if amended). Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the Program activities described in Exhibits A and B.

Proposed scope, budget, and schedule for all or part of the work contemplated by the proposed project will be outlined in Exhibit A and B as applicable.

*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 (the "Environmental review"). Recipient shall conduct such review 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 a complete and accurate Environmental Review Record as required following the execution of this Agreement.

*Project Phase*

- Recipient is responsible for obtaining all permits and complying with any permit requirements, and shall document compliance with such measures.
- Recipient must comply with the Guidelines of section 139-J of the State Finance Law, which imposes restrictions on the type of communications that a person may make to a governmental entity concerning a governmental procurement, relative to Recipient's procurements
- Recipient must submit to Grantee for its review and approval all procurement advertising and proposed awards for its design and construction vendors. This includes, but is not limited to, documentation of Recipient's determination that each awarded vendor is responsive and responsible, and that each vendor satisfies a vendor responsibility review.
- The Recipient shall, as requested by Grantee, provide reports to Grantee to document compliance with the requirements referenced above for the entirety of the construction phase.
- Change orders shall require prior Grantee approval for scope changes that will exceed contract budget, or require revisions to approved permits, or otherwise will materially change the project scope, deliverables or construction schedule. No change orders will be permitted which result from Recipient, design or contractor error.
- Recipient shall provide regular updates to Grantee regarding project status including, but not limited to, budget, scope and schedule. Recipient shall participate in regular meetings with Grantee with frequency as provided in Exhibit A.

The Recipient may not commence any work, including design work, without adhering to the proposed project schedule set forth in Exhibit A as submitted to, and approved by, Grantee and the Recipient. Additionally, the Recipient and its design contractor shall provide any analysis or information reasonably requested by Grantee. The Recipient is required to comply and cooperate with the Grantee in meeting all terms and conditions under this Agreement.

As a reimbursement-based program,<sup>1</sup> tasks and deliverables contained in the Recipient Program Description must be conducted in a manner satisfactory to Grantee and in compliance with applicable federal and state requirements, laws, and regulations. Grantee will monitor the performance of Recipient against goals and performance standards as stated in the agreed upon Recipient Program Description. While Grantee may consider additional costs, as they arise, Recipient must be prepared to perform (and document to Grantee) the entire Recipient Program Description, even if the funds provided hereunder do not cover 100% of the costs of performance. In the event Grantee's funds do not cover 100% of the agreed upon budget (see Section III and Exhibit B), Recipient must make a showing of committed supplemental funding. Substandard performance or any election by Recipient to discontinue work on a Recipient Program Description, as reasonably determined by Grantee in its sole discretion, will constitute noncompliance with this Agreement. If Recipient does not take action to correct such substandard performance or discontinuance of work within a reasonable period of time (as determined by Grantee) after being notified by Grantee, Grantee may choose (i) not to reimburse Recipient for noncompliant and/or unallowable work; (ii) take action to suspend or terminate this Agreement, (iii) recapture awarded funds, or (iv) other actions as permitted under applicable law. Nothing in this Agreement shall waive or otherwise limit the actions Grantee may take or the remedies Grantee may seek as a result of any noncompliance by Recipient, including but not limited to, suspending or debarring Recipient from future State benefits.

## II. TERM

The period of performance for all activities (with the exception of those activities required for the close-out and final audit) assisted pursuant to this Agreement shall commence as of the Effective Date and shall end on the 1<sup>st</sup> of January 2024 unless sooner terminated as provided for herein. Any modification or amendment of the Term must be mutually agreed to by the Parties in writing through a modification to the Agreement. Any funds not properly used by the end of the term, unless approved otherwise in writing by Grantee, promptly shall be remitted, in full and without off-set or deduction, to Grantee.

## III. BUDGET

As set forth in Section I of this Agreement, for each project application, Grantee will require, and the Parties shall agree, upon a detailed budget breakdown. Grantee may also require additional budget information, and Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee.

Grantee agrees to compensate Recipient for its performance of the Services as described in the Budget presented in Exhibit B. Recipient agrees that in no event will Grantee pay the Recipient more than \$500,000.00 ("Total Budget") for the Services under this Agreement.

<sup>1</sup> By "reimbursement" Grantee means that typically costs must be actually incurred before the Grantee will make payment to the Recipient. However, this does not mean that the Recipient must have previously paid these costs. Rather, these costs can be passed along to Grantee in the form of an invoice(s) (or similar document) and appropriate supporting information as required by the terms of this Agreement, for payment of such invoice(s), per the payment terms of this Agreement.

The Recipient under no circumstances shall exceed the Total Budget without a properly and fully executed modification placed against this Agreement. Grantee will not be obligated to remit payment to the Recipient for any expenses (including termination costs and travel expenses) if to do so would exceed the Total Budget.

Grantee 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 eligible projects; or b) if the actual costs for the approved activities are less than those budgeted for in Exhibit B. Grantee shall have no obligation to make disbursements for items other than the eligible items set forth in Exhibit B.

#### IV. DISBURSEMENT OF GRANT FUNDS

- a) The Recipient shall request disbursement of funds under this Agreement only for reimbursement of Costs, or, with written approval, payment of incurred Project Costs. Grantee shall have no obligation to make disbursements for items other than eligible Project Costs, as defined in Exhibits A and B. Recipient shall not be reimbursed for any costs until all environmental conditions have been fully satisfied and Grantee has issued the environmental clearance required thereunder, unless the activity is exempt,
  - i. In-kind services and cash payments are not eligible Project Costs;
  - ii. Indirect costs will not be compensated for under this Agreement;
  - iii. Construction occurring prior to Grantee's issuance of a notice to proceed are not eligible Project Costs and will not be reimbursable hereunder.
  - iv. Travel costs are not allowed unless authorized by Grantee.
  
- b) Recipient is required to submit a request for Grant Funds in accordance with the provisions of this Agreement, program guidelines, and the program policy and procedures which are established by Grantee. Progress invoicing for design, construction, and project delivery shall be submitted on a monthly basis with supporting deliverables sufficient to demonstrate that costs have been incurred. All expenditures made from the award pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank statements and any other documentation as required by Grantee. Grantee may request or review the documentation at any time during the Term to establish that the award has been used in accordance with the terms of this Agreement. Invoicing for design activities shall include a memo from the design firm referencing all completed activities including milestone designs, surveys, studies, estimates, schedules, budgets, etc., and including deliverables based on activities (including, but not limited to, construction drawings, RFI logs, submittal logs, inspection logs). Invoicing for construction activities shall be in AIA format approved by the Recipient and formatted for GOSR Finance. Recipient will track time and activities, including fringe benefit information, and submit in GOSR Finance format. Final project deliverables must be provided prior to final payment. No payment by Grantee of an improper, unauthorized, or unallowable request shall constitute a waiver of Grantee's right, whether before, during, or after making any payment, to: (i)

challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement or provided under applicable law; (iii) require and receive a full repayment or refund of all payments made under this Agreement or (iv) take corrective or remedial administrative action including, without limitation, suspension or termination of Recipient's funding under this Agreement.

- c) Recipient shall certify in a statement, made by a senior official of Recipient and, where required by Grantee, by a licensed architect or engineer retained by the Recipient, with each request for Grant Funds, that to the best of his or her knowledge based on the information available to Recipient at the time and after making due inquiry: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source.
- d) Recipient shall submit an electronic invoice to GOSR's invoice management system of record, Elation Systems. Recipient, and all authorized contractors and/or subcontractors performing work pursuant to this Agreement, shall obtain an Elation Systems account by registering at <https://www.elationsys.com/app/Registration>. Each invoice submitted to Elation Systems must include all applicable supporting documentation, including but not limited to:
  - i. Name and address of the Recipient;
  - ii. Invoice date and number;
  - iii. Description of services, quantity of Services, unit or rate of measure of the items delivered;
  - iv. If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - v. Terms of any discount for prompt payment offered;
  - vi. Receipts and expense reports;
  - vii. Contractor and subcontractor invoices;
  - viii. Federal and state forms;
  - ix. Name and address of official to whom payment is to be sent;
  - x. Name, title, and phone number of person to notify in the event of defective invoice; and
  - xi. Additional information as reasonably required by Grantee.
- e) 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 contractor, subcontractor 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.
- f) In the event applicable State Government authorities disallow any of the costs incurred by Recipient, Recipient shall immediately remit any funds received by Recipient for the unallowable costs to Grantee. Recipient may request, and Grantee shall reasonably consider, Recipient's request that Grantee challenge the State

determination and pursue other legal recourse to secure these funds; however, Grantee maintains the sole discretion in deciding whether to pursue such funds, may request that Recipient pay any costs associated with such effort, and may require that Recipient return the questioned funds until a final outcome is reached.

#### V. COMMUNICATIONS

Recipient shall be responsible for all communications with the public regarding status and scope of the project, including public outreach and comment.

#### VI. NOTICE OF INVESTIGATION OR DEFAULT

The Recipient shall notify the Grantee 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 Recipient Program; or
- c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's Application.

Upon receipt of such notification, the Grantee 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 Recipient Program activities and expenditures.

#### VII. NOTICES

All notices, requests, approvals, and consents of any kind made with respect to the subject matter of this Agreement shall be in writing and shall be deemed to be effective as of the date when personally delivered, or sent by certified mail, return receipt requested, to the parties at the addresses set forth below, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change of address shall be deemed to have been given when it is received.

All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:       Housing Trust Fund Corporation  
                  60 Broad Street  
                  New York, New York 10004

Attn: Emily Thompson, Acting General Counsel & Chief External Affairs  
Officer, Governor's Office of Storm Recovery

Recipient: Town of Hempstead  
Town Hall  
One Washington Street  
Hempstead, NY 11550  
Attn: Town Supervisor, Donald X. Clavin, Jr.

VIII. GENERAL CONDITIONS

A. Compliance

Recipient agrees to comply with all applicable Federal, State and local laws, regulations, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, policies, and guidelines. Recipient further agrees to utilize Grant Funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Recipient shall at all times remain an "independent contractor" with respect to the efforts to be performed under this Agreement. Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Recipient is an independent entity.

C. Indemnification and Hold Harmless

To the fullest extent permitted by law, Recipient shall and hereby agrees to hold harmless, defend (with counsel acceptable to Grantee), and indemnify Grantee and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of Recipient, or those for whom Recipient may be liable, in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of Recipient



to indemnify and reimburse Grantee for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred, asserted or imposed against Grantee, as a result of or in connection with the Agreement or Grantee's enforcement of this Agreement, or any portion thereof, against Recipient or otherwise arising in connection with Recipient's breach, violation, or other non-compliance with this Agreement. All money expended by Grantee 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 Grantee. This clause shall survive indefinitely the termination of this Agreement for any reason.

D. Workers' Compensation and NYS Disability Insurance Coverage

Recipient shall provide Workers' Compensation Insurance and Disability Insurance coverage for all of its employees involved in the performance of this Agreement, covering employer's liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York, unless granted an exemption by the State. Certificates of insurance shall be provided to Grantee and full and complete copies of the policies shall be provided to Grantee upon its request for same. For evidence of Workers' Compensation Insurance, the Recipient must supply one of the following forms: Form C-105.2 (Certificate of Workers' Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI-12 (Certificate of Workers' Compensation Self-insurance), Form GSI-105.2 (Certificate of Participation in Workers' Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the contractor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).

E. Insurance & Bonding

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. Recipient shall carry sufficient insurance coverage and bonding from insurers licensed to conduct business in New York State to protect all contract assets from loss due to any cause, including but not limited to, theft, fraud, and/or physical damage. New York State and the New York State Housing Trust Fund Corporation (HTFC) shall be named as additional insureds on all such insurance.

All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best's Property Casualty Key Rating guide. All policies will provide primary, non-contributory coverage for obligations assumed by Recipient under this Agreement and shall be endorsed to provide that Grantee shall receive thirty (30) days prior written notice in

the event of cancellation, non-renewal or material modification of such 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 Grantee 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 Grantee's written consent thereto. In addition, all insurance carriers and bonding companies shall meet minimum size and financial stability/financial rating requirements, and other requirements, as may be imposed by Grantee from time to time.

The Recipient shall provide to Grantee Certificates of Insurance prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the bonds, actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including HTFC and the State of New York as "Additional Insureds", shall be deemed a breach of contract.

Recipient shall require in its contracts with all subcontractors that the insurance provisions contained in sections D and E herein, including all endorsements and the requirement for submission of certificates of insurance, flow down to such subcontractors except that subcontractors may be required to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are generally imposed in the normal course of business for subcontracts for similar services or are reasonable and customary in the industry for similar services to those anticipated hereunder. Recipient shall collect and provide to Grantee copies of all such certificates of insurance and endorsements. Refer to Exhibit E Part III for specific insurance requirements applicable to Contractors and their subcontractors.

Notwithstanding the above, for construction or facility improvement performed by Recipient, Recipient shall, at a minimum, comply with New York State bonding requirements.

#### F. 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 Grantee and that the Grantee may periodically call meetings which shall be attended by Recipient.

#### G. Required Cooperation

The Recipient agrees to cooperate with the Grantee for all of the purposes of this Agreement to assure the expeditious and satisfactory completion of the Recipient Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Grantee and/or the State of New York in the proper administration

and performance of said services. The Recipient further agrees that the Grantee may modify this Agreement as may be deemed necessary by the Grantee, to best make use of the Grantee's funding sources available for this Recipient Program.

#### H. Grantee Recognition

Unless otherwise directed by Grantee, Recipient shall ensure recognition of the role of Grantee in providing funding, services, and efforts through this Agreement. Unless otherwise directed by Grantee, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of Grantee. In addition, Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. Grantee reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including, but not limited to, the size and content, waiver, removal or addition of such recognition. Refer to Exhibit D for specific requirements.

#### I. Amendments

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing and signed by a duly authorized representative of each Party, and approved by Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. Grantee may, in its sole discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the Grant Funds or the Recipient Program Description, such modifications will be incorporated in a written amendment signed by the Parties.

#### J. Suspension or Termination

Grantee may suspend or terminate this Agreement if Recipient materially fails to comply with any terms of this Agreement which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, guidelines, policies or directives as may become applicable at any time, including but not limited to, environmental rules and regulations;
2. Failure, for any reason except those beyond Recipient's control, of Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by Recipient to Grantee of reports that are untimely, incorrect, or incomplete in any material respect.

This Agreement may also be terminated for convenience by Grantee or Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date,

and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Grantee may terminate and recapture the award in its entirety.

**K. Default**

- (a) If an Event of Default as defined below shall occur, all obligations on the part of Grantee to make any further payment of the Award shall, if the Grantee so elects, terminate and the Grantee may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Grantee 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 Grantee, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the policies and procedures established by the Grantee;
  - 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 Recipient Program in a timely fashion or has failed to complete the Recipient Program within the Term.
- (c) Upon the happening of an Event of Default, the Grantee 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) calendar 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 Grantee for the amount of the Award expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the Grantee for any reason, or upon the closeout of the Program, unless the Recipient obtains the prior written consent of the Grantee to the contrary, any unspent Award held by the Recipient shall immediately be turned over to the Grantee, and the Grantee shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Grantee 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 Grantee 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 Grantee 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.

**IX. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

**1. Accounting Standards**

Recipient agrees to adhere to generally accepted bookkeeping practices and the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**B. Documentation and Record Keeping**

**1. Reports**

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

**2. Records to Be Maintained**

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 Grantee, to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Program including, but not limited to: a) records providing a full description of each activity undertaken; b) records required to determine the eligibility of activities; c) records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with NYS capital funds; d) records necessary to document compliance with section 139-J of the State Finance Law; e) records necessary to document compliance with MWBE (Minority/ Women-owned Business Establishments) requirements, f) records necessary to comply with applicable State Executive and/or Legislative items requiring annual reporting and/or requirements of State agencies with audit jurisdiction, and g) records necessary to document compliance with any other applicable State or federal reporting requirements. 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.

### 3. Record Retention

Recipient shall keep and maintain accurate records, including but not limited to accurate books, financial records, supporting documents, statistical records, and all other records pertinent to the Agreement and as required under applicable State and Federal rules and regulations, and as may be requested by GOSR to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Program. All such books, records, and other documents shall be available for inspection, copying and audit by any duly authorized representative of the State or Federal government during the Term and for seven (7) years following the final disbursement of the Award and in accordance with New York Civil Practice Law and Rules § 213, whichever may be longer. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the retention period, then all such records must be retained until completion of the actions and resolution of all issues, or the retention period, whichever occurs later.

The Recipient, GOSR, and any person or entity authorized to conduct an examination shall have access to records, upon request and during normal business hours. The Recipient and GOSR shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Recipient shall timely inform GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Recipient's or GOSR's right to discovery in any pending or future litigation.

### 4. Data and Disclosure

Recipient shall maintain data for efforts provided as required by Grantee. Such data may include, but is not limited to, name, racial, ethnic, and gender characteristics, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to applicable federal authorities, Grantee monitors, or their designees for review upon request.

Recipient understands that data collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Parties' responsibilities with respect to efforts provided under this Agreement are subject to the provisions of Article 6-A, "Personal Privacy Protection Law", of the New York State Public Officers Law, as well as

all other applicable State and Federal privacy laws (e.g., the Federal Privacy Act, 5 U.S.C. § 552a).

5. Close-out

Recipient will notify Grantee in writing of the construction completion date prior to the final request for payment. Prior to final payment by Grantee, Recipient will ensure that all required reporting is completed by Recipient and its contractors and subcontractors, and that final deliverables have been provided to Grantee.

Recipient's obligation to Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of assets (including the return of all unused materials and/or equipment), determining the custodianship of records, and Recipient certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Recipient has control over State appropriations funds.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to Grantee, authorized authorities having jurisdiction, and any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Recipient within 30 days after receipt by Recipient. Failure of Recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments and/or termination. Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits.

C. Reporting and Payment Procedures

1. Use and Reversion of Assets

There shall be No Income generated from projects covered by this Agreement.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the following requirements:

- a) Recipient shall transfer to Grantee any Grant funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

- b) Real property under Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used for the purposes described in this Agreement until five (5) years after expiration of this Agreement or such longer period of time as Grantee deems appropriate. If Recipient fails to use Grant-assisted real property in a manner described in this Agreement for the prescribed period of time, Recipient shall pay Grantee an amount equal to the current fair market value of the property. Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as Grantee deems appropriate.

**2. Progress Reports**

In addition to deliverables and metrics specifically referenced in Exhibit A, Recipient shall submit regular Progress Reports to Grantee in the form, content, and frequency as required by Grantee. At a minimum, Progress Reports shall be submitted no less frequently than as set forth below under Recipient Reporting Obligations.

**3. Payment Procedures**

In accordance with the terms in Section IV above, Grantee will pay to Recipient funds available under this Agreement based upon information submitted by Recipient, consistent with the Recipient Project Description, the Budget, Grantee policy concerning payments, and applicable state law and regulation. In addition, Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by Grantee on behalf of Recipient.

**4. Recipient Reporting Obligations**

The following chart summarizes some of the Recipient reporting obligations to GOSR. This chart is not intended to catalogue all of Recipient's reporting obligations under this Agreement. Note: Some of the below reports require the submission of information related to contractors and subcontractors, which Recipient is responsible for collecting and providing to Grantee as required.

Report	Frequency
Progress Report	Quarterly
M/WBE Report	Quarterly
EEO Report	Quarterly
NY Prevailing Wage and Hour compliance report	Weekly



**D. Sub-agreements (contractors and subcontractors)**

**1. The Recipient shall:**

- a) require any participating 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 Grantee and the Recipient against any and all claims arising out of the Third Party's performance of work; and
- d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Recipient Program.

**2. Approvals**

Recipient shall not enter into any agreements with any agency or individual to assist in effectuating the activities of this Agreement without the written consent of Grantee prior to the execution of such agreement.

**3. Monitoring**

In accordance with applicable Federal, State, and local laws, regulations, program guidelines, and the policies and procedures to be issued by Grantee, Recipient will monitor any and all Third Party efforts on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Information detailing credible evidence of waste, fraud or abuse, shall be immediately reported to Grantee, followed by a written report within ten (10) calendar days.

**4. Content**

Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contractor or subcontractor agreements executed to effectuate this Agreement.

**5. Selection Process**

Recipient shall undertake to ensure that all contractors and subcontractors utilized to effectuate this Agreement shall be awarded on a fair and reasonable basis in accordance with applicable Federal, State, and local laws and regulations. Executed copies of all contractor and subcontractor agreements shall

be forwarded to Grantee along with documentation concerning the selection process.

E. Procurement/Contracting

1. General

Recipient shall not enter into any contract for goods or services with any entity without the written consent of Grantee prior to the execution of such contract. Unless specified otherwise within this Agreement, Recipient shall procure all materials, property, equipment, or services in accordance with Grantee policy concerning the acquisition of materials, property, equipment, or services.

2. Supplementary Conditions

Recipient shall include Grantee's Supplementary Conditions (as revised from time to time by Grantee in accordance with applicable law, rule or regulation), attached hereto as Exhibit E, in any contract entered into under this Agreement. Recipient shall also require all contractors to flow down the Grantee's Supplementary Conditions to all subcontractors and all lower-tiered subcontractors. These Supplementary Conditions include required terms for project contracts, Participation by Minority Group Members and Women Requirements, Procedures for Contracts with Housing Trust Fund Corporation, Standard Clauses for Contracts with the Grantee and required diversity forms.

3. Performance Review

Grantee 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 Program 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.

F. Use of Grant Funds to Make Loans

Grant Funds under this Agreement cannot be used to make loans.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Recipient agrees to comply with the New York State Human Rights Law and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Americans with Disabilities Act of 1990,

the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders.

3. Certifications

Recipient hereby agrees it shall:

- a) prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
- b) enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

B. Affirmative Action

1. Approved Plan

Recipient agrees that it shall be committed to carry out, pursuant to Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. Grantee shall provide certain Affirmative Action guidelines to Recipient to assist in the formulation of such program. Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. 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 ("M/WBEs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR section 142.8 shall be a part of these requirements.

a.) Minority- and Women-Owned Businesses (M/WBEs)

Pursuant to New York State Executive Law Article 15-A ("Article 15-A"), HTFC recognizes its obligation under the law to promote maximum feasible participation of certified minority and/or women-owned business enterprises ("M/WBEs") in the performance of HTFC-funded contracts. HTFC values affording M/WBEs the opportunity to participate in the

performance of the contract(s) to be awarded for this project. Accordingly, Recipient certifies that it has made and will continue to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors at all tiers on this project, in an amount equal to the annual goals set by the State agency. Recipient, prior to the issuance of solicitations or awarding of contracts, must consult with Grantee on applicable contract-specific participation goals. Grantee shall verify good faith efforts to hire M/WBEs and shall determine the availability of waivers of M/WBE requirements as applicable. Notwithstanding the foregoing goals, should the State of New York change such goals, Recipient and its contractors and their subcontractors (at all tiers) shall continuously make good-faith efforts to achieve the M/WBE goals in effect at any given time during the performance of this Agreement and their contract(s) respectively. These participation goals are applicable to this Agreement as set forth in Exhibit E and will be monitored by HTFC.

Recipient shall require that its contractors and their subcontractors at all tiers comply with the aforementioned M/WBE requirements as set forth in the Supplementary Conditions attached hereto as Exhibit E. In accordance with those requirements, Recipient shall require all covered contractors and their subcontractors at all tiers to submit the required M/WBE documentation, including utilization plans and quarterly reports, to Recipient. Recipient shall provide quarterly reporting of M/WBE data in a form acceptable to Grantee, with copies of contractor and subcontractor M/WBE documentation as supporting documentation. Notwithstanding the provision of such reports and supporting documentation, Recipient, and Recipient's contractors and their subcontractors at all tiers, shall maintain copies of all reports and supporting documents as set forth in this Agreement.

**3. Equal Employment Opportunity ("EEO") and Non-Discrimination**

**a.) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

Recipient will, in all solicitations or advertisements for employees placed by or on behalf of Recipient, state that it is an Equal Opportunity or Affirmative Action employer.

**b.) Non-Discrimination**

Recipient shall comply with the provisions of the Human Rights Law, and all other applicable State and Federal statutory and constitutional non-discrimination provisions. Recipient 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.

c.) HTFC Requirements

Pursuant to New York State Executive Law Article 15-A ("Article 15-A"), HTFC recognizes its obligation under the law to promote opportunities for the employment of minority group members and women in the performance of HTFC-funded contracts.

Recipient shall require that its contractors and their subcontractors at all tiers comply with the EEO requirements found in the Supplementary Conditions attached hereto as Exhibit E. In accordance with those requirements, Recipient shall require all covered contractors and their subcontractors at all tiers to submit the required documentation, including an EEO policy statement, staffing plan, and quarterly reports to Recipient. Recipient shall provide quarterly reporting of EEO data in a form acceptable to Grantee, with copies of contractor and subcontractor EEO documentation as supporting documentation. Notwithstanding the provision of such reports and supporting documentation, Recipient, and Recipient's contractors and their subcontractors at all tiers, shall maintain copies of all reports and supporting documents as set forth in this Agreement.

4. Contract Provisions

Recipient will include the provisions of Paragraphs X.A., Civil Rights, and B., Affirmative Action, in every subsequent contractor contract, subcontract, or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.

5. Access to Records

Recipient shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Grantee, NYS Attorney General, NYS Office of Inspector General, the Comptroller General of the United States, or other authorized State agencies with audit oversight, for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

C. Employment Restrictions

1. Prohibited Activity

Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

**2. Labor Standards**

**a. Wage and Hour Provisions**

If the Recipient 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 Recipient's employees nor the employees of its contractors and 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. Further, Recipient and its contractors and 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, Recipient 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 Grantee of any approved sums due and owing for completed work.

**b. Notifications**

Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the New York Labor Law Wage and Hour provisions and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

**c. Contracts**

Recipient will include this requirement for compliance with New York Labor Law Wage and Hour provisions in subsequent contractor contracts and subcontracts, and will take appropriate action, pursuant to any such agreement, upon a finding that a contractor or subcontractor is in violation of regulations. Recipient will not subgrant or contract with any entity where it has notice or knowledge that the entity has been found in violation of regulations and will not let any contractor or subcontractor agreement or contract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Reporting

Recipient shall submit quarterly reports to Grantee, along with any supporting documentation, in a form acceptable to Grantee, of its compliance with NY Labor Law Wage and Hour provisions. Notwithstanding the provision of such reports and supporting documentation, Recipient shall maintain copies of all reports and supporting documents as set forth in this Agreement. A summary of this and certain other reporting obligations is provided at paragraph IX.C.4.

D. Conduct

1. Conflict of Interest

- a. It is presumed that Recipient is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.
- b. In the event Recipient is not, Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by State Capital Appropriations funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to State Capital Appropriation assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the State Capital Appropriations assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer,

or elected or appointed official of Grantee, Recipient, or any designated public agency.

## 2. Lobbying

Recipient hereby certifies that:

- a. To the best of its knowledge and belief, no State Capital Appropriations funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement.
- b. If any funds other than State Capital appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.
- d. It has and will comply with Section 139-j and 139-k of the State Finance Law.
- e. It will require that the language of paragraphs (a) through (e) of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly.

## 3. Copyright

If this Agreement results in any copyrightable material or inventions, Grantee and/or the State of New York reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

## XI. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to the Grantee that:



- (a) It is, as of the date hereof, a unit of local government duly organized and validly existing under the laws of the State of New York and is authorized to enter into this Agreement and the transaction contemplated hereby.
- (b) If applicable, it has secured commitments for any such additional funds sufficient to complete the Recipient Program.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Recipient Program.
- (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 Recipient Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Recipient Program or any construction performed in connection therewith.
- (f) All construction, if any, heretofore performed in connection with the Recipient Program has been performed within the perimeter of the Target Area summarized in Exhibit A, and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Recipient Program 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 Grantee by the Recipient is true and correct in all respects, and accurately represent the condition of the Recipient Program and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Recipient Program 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 Exhibit 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 Recipient Program or with any other program funded by New York State Homes and Community Renewal or the Grantee, 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 Recipient Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with its terms.

## XII. COVENANTS OF THE RECIPIENT

The Recipient covenants as follows:

- (a) It will comply promptly with any requirement and furnish the Grantee, 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 Program 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 Recipient Program or any departure from Exhibit A not approved in writing. The disbursement of any Award funds shall not constitute a waiver of the Grantee's rights to require compliance or the Grantee's right to recapture any funds disbursed inadvertently for ineligible expenditures.
- (d) It will place at any construction site a sign, the form of which shall have been approved by the Grantee, identifying the participation of the Governor of the State of New York and the Grantee in the financing of the Recipient Project, which sign shall be of a size and in a location so as to be visible from outside the construction site.
- (e) It will execute all such instruments and documents that the Grantee may require for the purpose of effectuating the provisions of this Agreement.

## XIII. ENVIRONMENTAL CONDITIONS

### A. Environmental Laws

Recipient agrees to comply with, and shall document such compliance, to the extent applicable, with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement or the Recipient Program, as any of the following may hereinafter be amended, superseded, replaced, or modified:

- Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable; and
- All other applicable Environmental Laws that may exist now or in the future. For the purposes of this section, "Environmental Laws" shall mean any federal, state, provincial or local law (including but not limited to statutes, rules, regulations,

ordinances, directives, guidance documents or judicial or administrative interpretation thereof, or any judicial or administrative order, ruling or other such written requirement). Environmental Laws include, without limitation, any action which causes a review or reassessment of the Recipient Program.

**B. Historic Preservation**

Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800 and 801, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement, as well as any other applicable laws or regulations relating to historic properties.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XIV. PROPERTY RELEASE**

In order to permit the Grantee 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 Grantee, from each owner of an Assisted Property, which it will provide to Grantee upon request.

**XV. ASSIGNMENT**

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 Grantee, and any purported assignment or delegation without the Grantee's prior written consent shall be void. No such assignment or delegation consented to by the Grantee shall be effective until the proposed assignee or delegatee ("Assignee"), as the case may be, shall execute, acknowledge and deliver to the Grantee 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.

**XVI. SEVERABILITY**

If any part, term, or provision of this Agreement, or the application thereof to any person or circumstances, 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, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XVII. SECTION HEADINGS AND SUBHEADINGS**

The captions, headings and subheadings of the various sections contained in this Agreement are included for convenience only and shall not be deemed to define, limit, or construe the contents of such sections or otherwise affect the terms of this Agreement.

**XVIII. WAIVER**

Grantee's failure to act with respect to a breach by Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XIX. CHOICE OF LAW**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York without giving effect to its conflict of law principles. Nothing in the Agreement shall preclude either Party from seeking injunctive relief to protect its rights under this Agreement.

The Parties consent to and agree that any and all disputes arising out of or relating in any way to the Agreement shall be subject to the exclusive jurisdiction of the state courts or Federal District Courts of New York. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

**XX. COMPLIANCE WITH LAW**

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in this Agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Agreement shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

**XXI. SUBROGATION**

Recipient acknowledges that funds provided through this Agreement are State Capital Appropriations funds and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to State regulation. However, Recipient shall promptly return any and all funds to Grantee which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

**XXII. MISCELLANEOUS PROVISIONS**

- (a) No action shall lie or be maintained against the State of New York or the Grantee 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) Any action to be taken or consents to be given by the Grantee hereunder may be taken or given by a representative or agent designated by the Grantee for such purpose. All consents and approvals to be given by the Grantee hereunder must be in writing.
- (c) Non-liability: Nothing in this Agreement or arising out of the development or operation of the Recipient Program shall impose any liability or duty whatsoever on the Grantee, the State of New York, or any of its agencies or subdivisions.
- (d) 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 Grantee.
- (e) 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.

**XXIII. ENTIRE AGREEMENT**

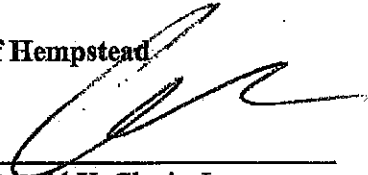
This Agreement, including the attached exhibits, constitutes the entire agreement among the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to this Agreement.

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

**Housing Trust Fund Corporation**

By: Emily Thompson  
Name: Emily Thompson  
Title: Acting General Counsel & Chief  
External Affairs Officer  
Governor's Office of Storm Recovery

**Town of Hempstead**

By:   
Name: Donald X. Clavin, Jr.  
Title: Town Supervisor

This contract has been approved by Grantee's Counsel as to form and its Treasurer as to fiscal sufficiency.

**EXHIBIT A**  
**Recipient Program Description (Scope of Work)**

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**River Road Project**

**Scope and Deliverables:**

This project will address tidal flooding during storm events along certain portions of River Road in Oceanside and River Avenue, Oceanside, and River Avenue the Village of Rockville Centre situated on the East side of the Mill River. These locations include River Avenue at Waterview Road, Oceanside; River Road at De Costa Avenue, Oceanside; River Road between Patton Avenue and Rodney Place, Oceanside; River Road between De Mott Place and Shellbank Place, Rockville Centre; River Road at Shelton Place Rockville Centre; River Road at Shelton Court. The project will construct new existing and improve storm water drainage infrastructure including new catch basin filters to prevent debris from entering the storm water drainage system and discharging into the Mill River; new concrete headwalls at storm water drainage pipe outfall locations; and new natural stone filled gabion baskets along the shoreline at outfalls locations for increased embankment stabilization.

This project will be implemented by the Town of Hempstead who will be responsible for design, intermunicipal coordination, all permitting including any applicable environmental permitting under SEQRA, procurement of appropriate vendors in accordance with this agreement, public outreach and communication as needed, construction, and closeout of the project. Recipient will design the project to have a useful life of 20 years and Recipient will be responsible for all operations and maintenance of project improvements within Town of Hempstead Jurisdiction upon completion of construction. Recipient may not sell or otherwise transfer the property without obtaining written permission from GOSR, or its successors and assigns.

Upon execution of this agreement Recipient will commence activities as soon as practically possible. The period of performance for all activities pursuant to this agreement will be in accordance with the below schedule but in no event shall extend beyond January 1<sup>st</sup>, 2024. Recipient will furnish to GOSR upon request, all project deliverables, including, but not limited to: up to date project schedules, estimates, scope descriptions, and budgets; all approvals and permits acquired for the project; milestone designs and any reports, studies, or work product generated by the procured design firm sufficient to support Recipient's Request for Payment to GOSR; bid sets; final as built drawings; any applicable warranty and maintenance manuals of such character showing accurately and distinctly the location, size, and type of construction, and complete dimensions of the work erected or installed, as well as the location and dimensions of all substructures encountered during the work, as applicable; contractor RFI and submittal logs; logs and records of any inspections performed by a procured professional services firm; copies of all procurement records; and any additional documentation needed to

support Recipient's request for payment or provide a complete project record for audit. All requests for payment shall be submitted to GOSR prior to January 1, 2024. GOSR is under no obligation to make payments to Recipient for payment requests submitted after January 1, 2024.

GOSR will make payments to Recipient on a cost incurred basis after an appropriately formatted and supported Request for Payment has been submitted in Elation by the Recipient. Requests for payment will be segregated and submitted individually by vendor and project and may be submitted once per month for all eligible costs incurred.

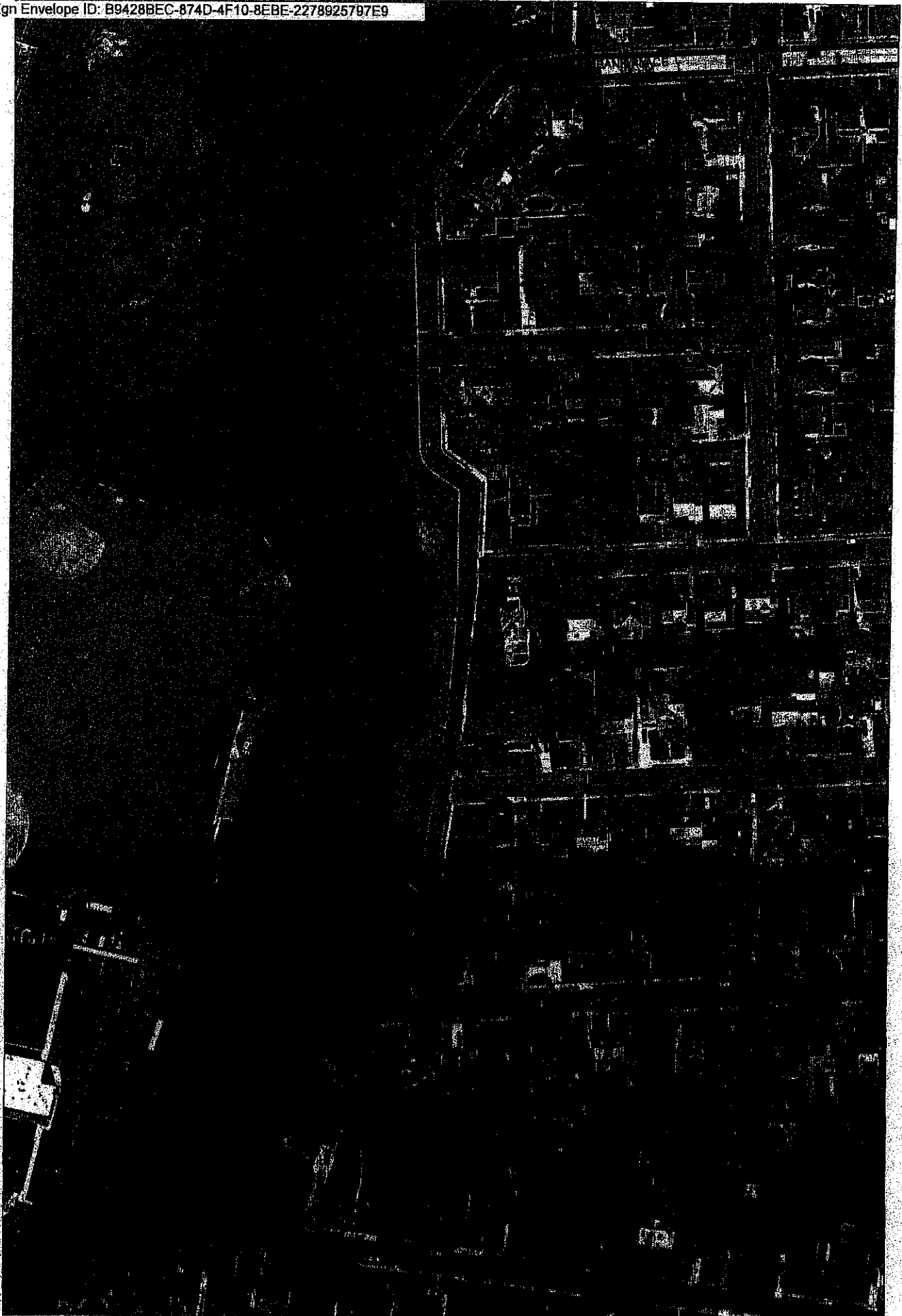
Recipient will participate in regular conference calls or meetings with GOSR to be conducted at least bi-weekly (every two weeks) to review project status. Recipient will submit a written report to GOSR in advance of each meeting sufficient to establish the project scope, status, budget, and schedule, along with any issues for discussion. Recipient will make available procured vendors in meetings with GOSR at GOSR's request, and as necessary to advance the project. At GOSR's option, meetings may be held less frequently based on the needs of the project.

**Project Schedule:**

<b>Activity</b>	<b>Completion Date</b>
Topographical Survey and SEQUA	3/21/2022
30% Design Milestone and Permitting	5/1/2022
60% Design Milestone and Permitting	7/1/2022
100% Design Milestone and Permitting	10/1/2022
Construction Start- 60 Days	10/1/2022
Construction Finish	12/31/2022

**River Road Location Map:**





**EXHIBIT B**  
**Budget**

<b>River Road</b>	
<b>Project Component</b>	<b>Estimated Amount</b>
Environmental Permitting	\$10,000
Right of Way Research	\$2,000
Topographical Survey	\$10,000
Engineering Design and Drafting	\$15,000
Construction Administration and Observation	\$38,000
<b>Subtotal</b>	<b>\$75,000</b>
Construction of Proposed Improvements	\$400,000
Contingency	\$25,000
<b>Total</b>	<b>\$500,000</b>

Note: Although the line items above reflect estimated values based on anticipated costs, the total amount of funds associated with the project shall not exceed the "Total Project Costs" unless agreed to in writing by GOSR.

**EXHIBIT C**  
**Designation of Depository**

**EXHIBIT D**  
**Grantee Recognition**

Please find below guidelines for recognition of the State of New York, Housing Trust Fund Corporation ("HTFC"), and the Governor's Office of Storm Recovery ("GOSR") (collectively referred to herein as the "Grantee") in any work done as a result of this Recipient agreement. Note, any public information and all of the items below must be approved by the Grantee in advance of publication or posting. Note: The following serve as general guidelines. Grantee reserves the right to direct specific reasonable recognition requirements on a case-by-case basis including, but not limited to, the size and content, waiver, removal or addition of such recognition.

*Written documents:*

1. Written documents should include the Grantee logo(s) and the name of the Governor.

*Internet information and e-mail information:*

1. Internet information must include all of the items required for written documentation and a link to the Grantee's website(s).

*Offices open to the public providing services funded by the Grantee:*

1. All offices must include a sign including all of the items required for written documentation.

*Construction Signs:*

1. All construction signs must include a sign including all of the items required for written documentation.
2. All construction signs must also include the name of the project, an expected end date for the project, the name of the Recipient, and a phone number for the public to call to obtain information about the project. This must be a phone number maintained by the Recipient or one of its contractors or subcontractors.

*Completed Projects:*

1. All completed projects with permanent markings must include permanent recognition of the Grantee. The Recipient is required to submit to the Grantee for written approval of the proposed permanent recognition.

**EXHIBIT E**  
**Supplementary Conditions for Recipients, Contractors**  
**and Subcontractors at all Tiers**

**EXHIBIT E**

**SUPPLEMENTARY CONDITIONS FOR  
STATE-FUNDED CONTRACTS**

**DEFINITIONS**

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“Grantee”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Recipient”: Town of Hempstead

“Contractor”: N/A

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Recipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

**ORDER OF PRECEDENCE**

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In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

Contract terms and these supplementary conditions shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such other provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Recipient shall be submitted in writing (indicating the issue and the applicable provisions) by Recipient to Grantee , which shall decide the applicable question.

**PART I: REQUIRED NYSDOL PREVAILING WAGE PROVISIONS**

**Recipient and all contractors under this agreement shall comply with New York State Department of Labor (NYSDOL) laws and regulations.**

**Recipient and all contractors under this agreement shall pay at minimum the NYSDOL Prevailing Wage Rates for applicable trades/as per NYSDOL regulations for the designated work area.**

1. Recipient shall register the project with the NYSDOL and obtain the PRC/ wages associated with the project prior to construction activities commencing in the field.
  2. Recipient shall provide PRC wage schedule to GOSR WCU and GOSR Program Team for project set up in the Elations System (See PART IV: REPORTING) prior to construction commencing in the field.
  3. Certified payroll reports and all compliance documentation shall be submitted to GOSR for review through the Elations System on a weekly basis. (See PART IV: REPORTING)
  4. Recipient shall post wage schedule on the site where workers can see and access it, encased in, or made of, weatherproof materials, Titled "PREVAILING RATE OF WAGES" in letters at least 2" x 2".
  5. Recipient shall post a notice that includes: The telephone number and address for the Department of Labor, A statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification.
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**PART II: OTHER REQUIRED PROVISIONS**

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The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Recipient under this Contract consistent with generally accepted bookkeeping practices. Recipient shall keep and maintain accurate books, records, and other documents as shall be required under applicable State and Federal rules and regulations, and as may be requested by GOSR to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Program. All such books, records, and other documents shall be available for inspection, copying and audit by any duly authorized representative of the State or Federal government during the Term and for seven (7) years following the final disbursement of the Award and in accordance with New York Civil Practice Law and Rules § 213, whichever may be longer. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the retention period, then all such records must be retained until completion of the actions and resolution of all issues, or the retention period, whichever occurs later.

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

2. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Recipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Recipient and GOSR, and their successors and assigns.

3. **INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

**4 NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or

summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Recipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

**5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, 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 Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. Recipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Recipient and GOSR 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, Recipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Contractor shall comply with all requirements concerning opportunities for Minority and Women-Owned Business Enterprises, in accordance with Part 2 of Appendix D - SRF Bid Packet - Treatment Works Construction - FFY 2018.

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

**7. PROPRIETARY INFORMATION.** All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Recipient. All original documents constituting Proprietary Information shall be delivered to the Recipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Recipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Recipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

**8. COPYRIGHT.** If this Agreement results in any copyrightable material or inventions, the Recipient and GOSR reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

**9. ENVIRONMENTAL LAWS.** Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

**10. SECTION HEADINGS.** The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract

or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

**11. COUNTERPARTS.** This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

**12. GOVERNING LAW.** This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York.

**13. WORKERS' COMPENSATION.** This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Contractor shall provide Workers' Compensation Insurance and Disability Insurance coverage for all of its employees involved in the performance of this Agreement, covering employer's liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York, unless granted an exemption by the State. Certificates of insurance shall be provided to Grantee and full and complete copies of the policies shall be provided to Grantee upon its request for same. For evidence of Workers' Compensation Insurance, the Recipient must supply one of the following forms: Form C-105.2 (Certificate of Workers' Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI-12 (Certificate of Workers' Compensation Self-insurance), Form GSI-105.2 (Certificate of Participation in Workers' Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the contractor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).

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

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

16. **NON-COLLUSIVE BIDDING CERTIFICATION.** If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

17. **LOBBYING REFORM LAW DISCLOSURE.** If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Recipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Recipient may exercise their termination right by providing written notification to the Contractor.

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

19. **GENERAL RESPONSIBILITY LANGUAGE.** The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Recipient or GOSR, 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.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Recipient may make certain determinations with respect to Contractor responsibility, wherein the Recipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Recipient against failed contracts. In making such a responsibility determination, the Recipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

20. **SUSPENSION OF WORK (for Non-Responsibility).** The Recipient reserves the right to suspend any or all activities under this Contract, at any time, when the Recipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will 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 Recipient issues a written notice authorizing a resumption of performance under the Contract.

21. **TERMINATION (for Non-Responsibility)**. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Recipient staff, the Contract may be terminated by the Recipient at the Contractor's expense where the Contractor is determined by the Recipient to be non-responsible. In such event, the Recipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

22. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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

### PART III: INSURANCE

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. Grantees, New York State, the New York State Housing Trust Fund Corporation, and the Recipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York (refer also to section 13 above).
- B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
- C. All insurance shall be primary and non-contributory and shall waive subrogation against Grantees, GOSR and the Recipient and all of either of their former, current, or future



officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best's Property Casualty Key Rating guide. All policies shall be endorsed to provide that Grantee, GOSR and Recipient shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such 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 Contractor shall provide Grantee, GOSR and Recipient 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 Contractor may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Contractor has received the Grantee's written consent thereto. In addition, all insurance carriers and bonding companies shall meet minimum size and financial stability/financial rating requirements, and other requirements, as may be imposed by Grantee, GOSR and Recipient from time to time. Full and complete copies of the bonds shall be provided to Grantee, GOSR and Recipient upon its request for same.

- D. The Contractor shall provide Certificates of Insurance to Grantee, GOSR and the Recipient prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including Grantees, New York State, the New York State Housing Trust Fund Corporation, and the Recipient as "Additional Insureds", shall be deemed a breach of contract.

Contractors and Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.

- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in

this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.

- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

## PART IV: REPORTING

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**Elation Systems, Inc.** is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Recipients, and Recipient's Contractors receiving federal and/or state funds to adhere to Labor Compliance (New York State Prevailing Wages), Minority and Women Owned Business (MWBE) and other applicable reporting requirements.

Contractors, Recipients, and Recipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Recipients, and Recipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal and/or state funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at [stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov](mailto:stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov).

ADOPTED: June 14, 2022

Senior Councilmember Goosby offered the following resolution and moved its adoption:

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

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and

WHEREAS, Senior Councilmember Goosby has introduced a proposed local law known as Intro. No. 49-2022, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on June 28, 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. 49-2022, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: SIX (6)

NOES: NONE (0)

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE SPANISH EVANGELICAL CHURCH, FREEPORT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD R-2, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING A COMMUNITY GATHERING ON JUNE 5, JUNE 12, JUNE 19, JUNE 26, SEPTEMBER 11, SEPTEMBER 18, AND SEPTEMBER 25, 2022.

WHEREAS, the Spanish Evangelical Church, 404 N. Main Street, Freeport, New York 11520 Attention: Pastor Wilma Bustamante, had requested to use Town of Hempstead Parking Field R-2, Roosevelt, New York for the purpose of holding a Community Gathering on June 5, June 12, June 19, June 26, September 11, September 18, and September 25, 2022 (the "Gathering"); 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 Spanish Evangelical Church, 404 N. Main Street, Freeport, New York 11520 Attention: Pastor Wilma Bustamante, to use Town of Hempstead Parking Field R-2, Roosevelt, New York for the purpose of holding the Gathering on June 5, June 12, June 19, June 26, September 11, September 18, and September 25, 2022 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

26

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT  
OF BUILDINGS TO ISSUE A BUILDING PERMIT  
WITH A FEE "CAP" AND ALL ASSOCIATED  
APPLICATIONS, OPEN PERMITS, CERTIFICATES AND  
BOARD OF ZONING APPEALS FEES IN CONNECTION  
WITH BUILDING PERMIT APPLICATION NOS. 21-3446  
and 21-2063, FOR A GENERATOR AND OFF-STREET  
PARKING AT THE PREMISES LOCATED AT 2800  
ROYALE STREET, BELLMORE, TOWN OF  
HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Bellmore Fire District has filed Building Permit Application  
No. 21-3446 and 21-2063 and all associated applications, open permits,  
certificates and board of zoning appeals fees with the Department of Buildings of  
the Town of Hempstead for a generator and off-street parking at the premises  
located at 2800 Royale Street, Bellmore, New York; and

WHEREAS, the Bellmore Fire District, has requested consideration for an  
exemption from payment of full fees in connection with Building Permit  
Application No. 21-3446 and 21-2063 and all associated applications, open  
permits, certificates and board of zoning appeals fees; and

WHEREAS, this Town Board deems it to be in the public interest for an  
exemption from payment of full fees in connection with Application No. 20-7674,  
20-7667, and 20-7657 and all associated applications, open permits, certificates  
and board of zoning appeals fees;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$500.00 is hereby fixed regarding Building  
Permit Application No. 21-3446 and 21-2063 and all associated applications,  
open permits, certificates and board of zoning appeals fees for a generator and  
off-street parking at the premises located at 2800 Royale Street, Bellmore, New  
York, New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

27

Case #

10315

ADOPTED:

Councilmember moved the following resolution's adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE A CONTRACT FOR IN-SCHOOL PROGRAM SERVICES BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND ARTHUR MORRISON MENTORS, INC.

WHEREAS, the Town of Hempstead Department of Occupational Resources (the "Department") issued a request for proposals for In-School Youth Program Services;

WHEREAS, the Department received a proposal on March 14, 2022 from Arthur Morrison Mentors, Inc. ("Arthur Morrison");

WHEREAS, the Department determined Arthur Morrison's proposal meets the needs of the Department ; and

WHEREAS, the Department recommends this Board authorize a contract with Arthur Morrison;

NOW, THEREFORE, BE IT

RESOLVED, the Commissioner of the Department is authorized to execute a contract between the Department and Arthur Morrison for the provision of In-School Youth Program Services; and be it further

RESOLVED, the term of said contract shall be of July 1, 2022, through June 30, 2023; and be it further,

RESOLVED, the Comptroller shall pay the cost of said service from the contractual expense account, Account No. 608-0004-06080-8400-000608.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 28

Page 1 of 1

Case # 24824

ADOPTED:

Councilmember moved the following resolution's adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE A CONTRACT FOR INFORMATION TECHNOLOGY CONSULTING SERVICES – DATABASE MANAGEMENT, LOCAL AREA NETWORK, AND WEB DEVELOPMENT BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND DIVERSIFIED MICRO SYSTEMS, INC.

WHEREAS, the Town of Hempstead Department of Occupational Resources (the "Department") issued a request for proposals for Information Technology Consulting Services – Database Management, Local Area Network, and Web Development;

WHEREAS, the Department received a proposal on April 22, 2022 from Diversified Micro Systems, Inc. ("Diversified");

WHEREAS, the Department issued a second request for proposals for Information Technology Consulting Services – Database Management, Local Area Network, and Web Development because only Diversified responded to the first request for proposals; and

WHEREAS, only Diversified responded to the second request for proposals for Information Technology Consulting Services – Database Management, Local Area Network, and Web Development, and the Department received that second proposal on May 20, 2022;

WHEREAS, the Department determined that Diversified's proposal meets the needs of the Department; and

WHEREAS, the Department recommends this Board authorize a contract between the Department and Diversified;

NOW, THEREFORE, BE IT

RESOLVED, the Commissioner of the Department is authorized to execute a contract between the Department and Diversified for the provision of Information Technology Consulting Services – Database Management, Local Area Network, and Web Development; and be it further

RESOLVED, the term of said contract shall be from July 1, 2022 through June 30, 2024; and be it further,

RESOLVED, the Comptroller shall pay the cost of said service from the contractual expense account, Account No. 608-0004-06080-8400-000608.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )



ADOPTED:

Councilmember moved the following resolution's adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE A CONTRACT FOR VETERANS' SERVICES BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND ABILITIES, INC.

WHEREAS, the Town of Hempstead Department of Occupational Resources (the "Department") issued a request for proposals for Veterans' Services;

WHEREAS, the Department received a proposal on May 27, 2022 from Abilities, Inc.;

WHEREAS, the Department determined that the proposal meets the needs of the Department; and

WHEREAS, the Department recommends this Board authorize a contract between the Department and Abilities, Inc.;

NOW, THEREFORE, BE IT

RESOLVED, the Commissioner of the Department is authorized to execute a contract between the Department and Abilities, Inc. for the provision of Veterans' Services; and be it further

RESOLVED, the term of said contract shall be from July 1, 2022 through June 30, 2024; and be it further,

RESOLVED, the Comptroller shall pay the cost of said service from the contractual expense account, Account No. 608-0004-06080-8400-000608.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 30

Page 24824  
Case # 24824

ADOPTED:

Councilmember moved the following resolution's adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE A CONTRACT FOR MENTORING SERVICES BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND YOUNG ADULT INSTITUTE, INC.

WHEREAS, the Town of Hempstead Department of Occupational Resources (the "Department") issued a request for proposals for Mentoring Services;

WHEREAS, a proposal was received and opened on May 20, 2022 from Young Adult Institute, Inc. ("Young Adult");

WHEREAS, Young Adult's proposal meets the needs of the Department; and

WHEREAS, the Department recommends this Board authorize an agreement with Young Adult;

NOW, THEREFORE, BE IT

RESOLVED, the Commissioner of the Department is authorized to execute a contract between the Department and Young Adult for the provision of Mentoring Services; and be it further

RESOLVED, the term of said contract shall be from July 1, 2022 through June 30, 2024; and be it further,

RESOLVED, the Comptroller shall pay the cost of said service from the contractual expense account, Account No. 608-0004-06080-8400-000608.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION DECLARING CERTAIN INVENTORY OF THE  
DEPARTMENT OF GENERAL SERVICES, PHOTO DIVISION,  
OBSOLETE AND AUTHORIZING DISPOSAL THEREOF.

WHEREAS, the Commissioner of General Services has advised that this Board that certain inventory, as listed below, at the Department of General Services, Photo Division should be declared obsolete and disposed of:

ITEM	SERIAL NUMBERS	REASON FOR DISPOSING
Nikon Speedlite SB900	2601057	does not work well
Nikon Speedlite SB800	2518928	working old outdated
Nikon Speedlite SB800	2511686	working old outdated
Nikon Speedlite SB800	2463435	blown flash tube, parts only
Nikon Speedlite SB900	2620286	non repairable as per Nikon
Canon Speedlite 580EXII	266579	broken missing parts
Canon Powershot A650 IS	4826001839	outdated, working
Canon G11 Camera with Battery Charger cb - 2lz and 1 battery	unreadable	used, working, out dated
CANON CHARGER CB - 2LY	NO NUMBER	new out dated
Nikon D7000 with charger MH-18a, no battery	NO NUMBER	working, outdated
Nikon Lens 17mm - 55mm F2.8	us309398	working, outdated
Nikon SD - 9 Battery Flash Charger	2022823	not working, expired
QUANTUM TURBO SC	s209	not working, use for parts
Quantum Turbo Blade	s608	not working, expired
QUANTUM TURBO 2X2	p415	working old outdated <u>32</u>
QUANTUM TURBO 2X2	p415	working old outdated <u>11776</u>

QUANTUM TURBO 2X2	q102	working old outdated
QUANTUM TURBO 2X2	q102	not working, expired
QUANTUM TURBO 3	NO NUMBER	not working, expired
5 assorted QUANTUM pigtail cords cke, cke2, cz / ccz / cz2	NO NUMBERS	some are working some are not
QUANTUM pigtail cords 4 x cz2 & 1 cz	NO NUMBERS	new and outdated, no use
IMPACT cz pigtail cord	NO NUMBER	new and outdated, no use
IPAD 2 16GB	DMQJ33NQDJ8T	working old outdated
IPAD 2 16GB WITH CRACKED SCREEN	DMPJ3W9HDJ8 T	working old outdated
Fujifilm X100 S with Accessories	32a12094	working old outdated
Fujifilm Wide and Telephoto Conversion Lens	NO NUMBERS	working old outdated
Fujifilm X100 S with Accessories	21a00581	working old outdated

WHEREAS, the storage of this equipment has become burdensome to the inventory system and are no longer operable for any use; and

WHEREAS, any equipment that cannot be sold by auction shall be disposed of as scrap to Gershow Recycling, 71 Peconic Avenue, Medford, New York, pursuant to Town Contract #39A-2021 sale of scrap metal;

NOW, THEREFORE BE IT

RESOLVED, that these items are hereby declared obsolete and the Department of General Services, Photo Division is hereby authorized to dispose.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION DESIGNATING TENANT REPRESENTATIVES  
AS MEMBERS OF THE TOWN OF HEMPSTEAD HOUSING AUTHORITY

WHEREAS, heretofore and by Chapter 475 of the Laws of 1963, effective April 16, 1963, there has been created the Municipal Housing Authority, to be known as the Town of Hempstead Housing Authority for the purposes and with the powers set forth in said Chapter; and

WHEREAS, pursuant to Chapters 482 and 483 of the Laws of 1974, Section 30, of the Public Housing Law, was amended so as to provide that the Town of Hempstead Housing Authority shall include, as members, two tenants elected by the residents of the Authority's housing for a term of two years each; and

WHEREAS, pursuant to the aforesaid Law, an election was held on August 11, 2020, at which time eligible tenants voted for representatives as members of the Town of Hempstead Housing Authority for a two-year term commencing August 20, 2020 to August 20, 2022, and the following two candidates received the greatest number of votes:

Rhonda Lombardi-Smith  
Eastover Gardens  
Wantagh, New York 11793

Charles Marciano  
Salisbury Gardens  
Westbury, New York 11590

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Section 20 of the Public Housing Law of the State of New York, this Town Board hereby designates the said Rhonda Lombardi-Smith and Charles Marciano as tenant representatives of the Town of Hempstead Housing Authority to serve a two year term commencing August 20, 2022; and

BE IT FURTHER RESOLVED, that each of the aforesaid tenant representatives shall take the Oath of Office and file said Oath in the Office of the Town Clerk.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

34

Case #

9789

CASE NO.

RESOLUTION NO.

ADOPTED:

adoption:

offered the following resolution and moved its

**RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO RENEW AN ANNUAL MAINTENANCE AGREEMENT WITH OPEX CORPORATION FOR MAIL PROCESSING EQUIPMENT CURRENTLY IN USE IN THE OFFICE OF THE RECEIVER OF TAXES**

WHEREAS, the Town of Hempstead Receiver of Taxes currently has an OPEX Corp. Omaton Model 206(1) high volume envelope opener which is utilized in its mailroom for the bulk processing of mail and other written correspondence; and

WHEREAS, under Town Board Resolution 921-2018, the Town of Hempstead entered into a contract with OPEX Corporation, located at 305 Commerce Drive, Moorestown, NJ 08057 for the maintenance of:

Omaton 206(1) Serial No. ZA02042

which is now up for renewal; and

WHEREAS, it is in the best interest of the Town of Hempstead Receiver of Taxes to renew the contract for maintenance on this important machinery; and

WHEREAS, the cost of this maintenance agreement of \$2,130.00 per year is fair and reasonable; and

WHEREAS, the agreement is effective July 8, 2022 through July 7, 2023 and calls for automatic annual renewals; now, therefore, be it;

RESOLVED, that the Receiver of Taxes or her deputy is hereby authorized to accept, execute and renew the Maintenance Agreement for the Omaton 206(1); and be it further

RESOLVED, that payments of the aforementioned fees are to be made and paid out of Receiver of Taxes account # 010-001-1330-4030; and be it further

RESOLVED, that the Receiver of Taxes or Deputy Receiver of Taxes is authorized to renew this annual contract at the Department's discretion, contingent upon fee increases of no greater than 5% in any year.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 35

Case # 2964

**MASTER MAINTENANCE AGREEMENT ("Agreement")**  
By and between OPEX CORPORATION ("Vendor") and  
Office of Receiver of Taxes ("Customer")

July 8, 2022 ("Effective Date")

**1. BASIC TERMS.**

**1.1 Equipment Covered.** The machines specifically identified by serial number on Exhibit "A" shall be covered by this Agreement (collectively "Equipment"). Vendor shall furnish "Maintenance Service" (as defined in Paragraph 2.1 below) on Equipment at Customer's various Equipment "Sites" (as defined in Paragraph 2.2 below). Upon mutual agreement between the parties, and pursuant to the terms herein, Equipment may be added or deleted from the Exhibit "A" from time to time. All Maintenance Service shall be provided in consideration for the payment of Vendor's maintenance charges set forth herein, plus all sales and use taxes and such other governmental charges as may be imposed on the provision of goods and services hereunder. Service rates for the first year of this Agreement are detailed within Exhibit "B."

**1.1.1 Equipment Software License Terms.** The Software license terms are provided in Exhibit "C" to this Agreement.

**1.2 Effective Date; Renewals.** Maintenance Service shall begin on the Effective Date listed above and shall continue for one year ("Initial Term"). This Agreement may be renewed from year-to-year upon the mutual agreement of both parties ("Renewal Term"). Payment by Customer of Vendor's invoicing for any Renewal Term shall be deemed as mutual agreement by the parties to renew this Agreement. Rates during any Renewal Term are subject to Vendors then current pricing.

**1.3 Equipment Not Previously Covered.** Any machine which Customer seeks to add to this Agreement that has not been continuously covered by a maintenance agreement with Vendor since the expiration of its warranty period, shall be subject to inspection by Vendor. After such inspection, if Vendor, in its sole discretion, determines that the machine is not operating in conformity with the "Published Specifications" (as defined in Paragraph 1.4 below), the machine shall be restored to good operating condition at Customer's expense, subject to Vendor's then current rates, as a condition of adding the machine to Exhibit "A."

**1.4 Routine Cleaning.** The day-to-day routine cleaning and minor adjustments on the Equipment, as described in both Vendor's equipment operating manuals and other supplementary material ("Published Specifications") which may be furnished by Vendor to Customer from time to time, shall be performed by Customer. Vendor will notify Customer in writing if the Customer fails to perform routine cleaning on the Equipment.

**2. MAINTENANCE SERVICE.**

**2.1 Maintenance Service, Generally.** Maintenance Service is defined as all labor and replacement parts necessitated by normal wear and tear from operation of the Equipment in accordance with Vendor's Published Specifications, in order to maintain the Equipment in good operating condition ("Maintenance Service").

**2.2 Definition of Customer's Equipment Site(s).** "Site" is defined as the one (1) floor within Customer's premises specified in Exhibit "A." Equipment moved to a different Site is subject to the limitations described in Paragraph 7.1(j) below.

**2.3 Service Calls.** Preventive Maintenance Service calls are those periodic calls initiated by Vendor to keep the Equipment operating in accordance with Vendor's Published Specifications ("PM's"). Demand Maintenance Service calls are those calls initiated by Customer to request that Vendor repair Equipment that is malfunctioning or not operating in accordance with the Published Specifications ("Demand Calls"). (A PM may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, Vendor's service technician.) The minimum number of PM's and maximum number of Demand Calls for each piece of Equipment are outlined in the chart below.



Machine Type	Models 72;51;60; 50	AS180	AS3600; AS3690; AS7200; Falcon; Falcon +; FalconV; FalconV +	Eagle; System 150; IEM; MPE 5.0/ 7.5	MPS 30; 40	Omation	DS1225/ DS2200	Mail Matrix
Demand	unltd	unltd	unltd	unltd	unltd	unltd	unltd	Unltd
Preventive Maintenance	12	12	6	12	12	4	4	2

Demand Calls in excess of the maximum may be billed at Vendor's then current rates. Additionally, if Vendor, in its sole discretion, determines that the number of "unlimited" calls becomes unreasonable, Vendor reserves the right to charge for excessive Demand Calls after providing written notice to Customer.

**2.4 Field Service Reports.** Vendor shall furnish a summary of the Maintenance Service provided to the Customer upon completion of each Maintenance Service call ("Field Service Report"). The Field Service Report shall contain the following information: (i) date and time of arrival; (ii) specific identification of Equipment serviced; (iii) time of Maintenance Service; (iv) description of the malfunction (if any); and (v) list of parts replaced.

**2.5 Response Times.** For Eagle, System 150, IEM, MPS 30/40, Mail Matrix, and MPE 5.0/7.5 Equipment (collectively "Capital Equipment"), Vendor shall exert all reasonable efforts to respond to Demand Calls within two (2) hours after such call is received by Vendor, during the designated "Coverage Hours" (as defined in Paragraph 3.3 below). For all other Equipment, Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours.

**2.6 On-Site Coverage.** For a Site with Eagle or System 150 and IEM Equipment, Maintenance Service may be provided on an "On-Site" basis, defined as Maintenance Service provided by a service technician physically located at, and solely dedicated to, the Site. On-Site coverage availability will be determined at the sole discretion of Vendor, and shall be subject to Vendor's then current rates.

**2.7 Parts.** Only new standard parts or parts of equal quality shall be used in providing Maintenance Service. Title to all replacement parts provided during the course of providing Maintenance Service pursuant to this Agreement will pass to Customer upon installation.

**2.8 Restricted Access to Equipment by Vendor.** For the avoidance of confusion, all the Equipment will be installed physically at a Site designated by Customer and the Equipment will be used and/or operated exclusively by Customer. As such, the process of accessing and operating the Equipment installed at the Site is determined, controlled and/or managed exclusively by Customer. Furthermore, the process of how the data is transferred once Customer scans its mail and/or its documents using the Equipment is exclusively determined, controlled and/or managed by Customer. Furthermore, Vendor does not remotely and/or physically access, process, transport, transmit, log, gather, archive, receive, exchange, create, and/or store any confidential data that is scanned on the Equipment by Customer. Moreover, and notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to retention, protection, destruction, and access that is scanned on the Equipment by Customer and its personnel.

### 3. GENERAL TERMS.

**3.1 Standard Maintenance Charge.** Vendor's standard maintenance charge provides for Maintenance Service to Equipment covered during any mutually agreed upon Coverage Hours, subject to the terms and conditions set forth in Paragraph 3 below ("Standard Maintenance Charge").

**3.2 Equipment Usage Charge.** Actual Equipment usage shall be measured by Vendor every three (3) months or thirteen (13) weeks ("Quarterly Basis"). Any particular piece of Equipment which processes envelopes in excess of the volumes specified below shall be subject to an additional charge ("Additional Usage Charge"). Additional Usage Charges shall be calculated on half-shift increments, and shall be invoiced based upon 25% of Vendor's Standard Maintenance Charge.

To the extent that the number of envelopes processed by a particular piece of Equipment exceeds the numbers set forth below on a Quarterly Basis, an Additional Usage Charge shall apply:

<u>Equipment</u>	<u>Envelopes per quarter</u>
Eagle	6,500,000
System 150	4,550,000
IEM	4,550,000
MPS 30	11,375,000
MPS 40	16,380,000
MPE 5.0	1,820,000
MPE 7.5	2,275,000
AS180/DS1225/DS2200	N/A*
AS3600/AS3690/AS7200	N/A*
Falcon/Falcon +/FalconV/FalconV +	N/A*
Models 50/51/60/72	N/A*
Mail Matrix	N/A*
Omaton Equipment	N/A*

\*NOTE: In the event that Equipment usage is extraordinary, Vendor, in its sole discretion, reserves the right to establish an Additional Usage Charge for this Equipment after providing Customer written notice.

**3.3 Maintenance Service Coverage Hours, Generally.** All Equipment located at a particular Site must be maintained during the same Maintenance Service schedule ("Coverage Hours"). Coverage Hours shall be governed by the terms and conditions set forth below.

**3.3.1 Coverage Hours for a Site with an Eagle or System 150.** For a Site with an Eagle or System 150, Coverage Hours shall be one (1) consecutive five (5) day per week period, eight (8) consecutive hours per day, excluding "Vendor Holidays" (as defined in Paragraph 3.5 below). Customer shall designate the Coverage Hours, which shall be the same each day, and for all Equipment located at the particular Site. Upon thirty (30) days written notice, Customer may shift the eight (8) consecutive Coverage Hours.

**3.3.2 Coverage Hours for a Site without an Eagle or System 150.** For a Site without an Eagle or System 150, Coverage Hours shall be 7:00 am to 3:00 pm (Site local time), Monday through Friday, excluding Vendor Holidays.

**3.4 Altering Coverage Hours.** Customer shall be able to increase, decrease or shift, the Coverage Hours for a Site. However, in no event, may the Coverage Hours be decreased to less than forty (40) hours per week.

**3.4.1 Increasing Coverage Hours.** Upon thirty (30) days written notice, Customer may increase the Coverage Hours for a particular Site. Any increase in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates based upon half shift increments.

**3.4.2 Decreasing Coverage Hours.** Upon sixty (60) days written notice, Customer may decrease the Coverage Hours for a particular Site. This 60-day notice period applies to any decrease in Maintenance Service, including removing Equipment or Equipment options, reducing the number of covered shifts, or total termination of Maintenance Service for a Site. The notice period shall begin to run from the date on which Vendor receives the written notification. Upon receipt of the 60-day notice, Customer will be provided a credit for any unused Maintenance Service towards future Equipment or Maintenance Service, calculated from the date of the expiration of the sixty (60) day period.

**3.4.3 Shifting Coverage Hours.** Upon thirty (30) days written notice, Customer may shift the Coverage Hours for a particular Site. Any shift in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

**3.5 Vendor Holidays.** Vendor observes the following holidays ("Vendor Holiday(s)"): New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on Vendor Holidays. Vendor Holiday coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates. When one of the above designated Vendor holidays is on a Saturday or Sunday, the Vendor Holiday will be observed on the date observed by the federal government and/or by Vendor. Vendor reserves the right to modify the holiday list upon providing at least ninety (90) calendar days' advance written notice to Customer.

**3.6 "Weekend" Coverage.** Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on the two days per week not covered pursuant to either Paragraph 3.3.1 or Paragraph 3.3.2 above, whichever is applicable ("Weekend Coverage"). Weekend coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

**3.7 Invoicing.** Vendor shall invoice Customer annually in advance for the Standard Maintenance Charge. Any additional service charges (eg machine restoration pursuant to Paragraph 1.3, Weekend Coverage, etc.) shall be invoiced quarterly in arrears. Terms of payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

#### **4. PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.**

**4.1 Technology.** Vendor holds intellectual property rights in the Equipment, which includes the Equipment's computer operating system, software components and mechanical components (collectively "Technology"). No licenses, either express or implied, under any patents are granted by Vendor to Customer hereunder, except as expressly stated herein. Customer agrees that it shall not copy, remove, use (except for operation of the Equipment in accordance with the Published Specifications), or disclose Technology to any third party.

**4.2 Diagnostics.** In providing Maintenance Service, Vendor utilizes certain software diagnostics ("Diagnostics"). Vendor holds intellectual property rights in the Diagnostics, and the Diagnostics are for Vendor's exclusive use. Except with the express written consent of Vendor, Customer shall not use, copy, remove, or alter the Diagnostics. It is understood and agreed by Customer that upon termination of this Agreement, Customer shall either: (i) Return the Diagnostics to Vendor at Vendor's expense; or (ii) Purchase, according to Vendor's then current rates, a non-exclusive, non-transferable and personal limited license to use the Diagnostics.

**4.3 Confidential Information.** During the term of this Agreement, either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other party, which are of a confidential and/or proprietary nature (collectively "Information"). All Information furnished to the receiving party, whether written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree (in which case the disclosing party shall be given prompt notice by the receiving party of such order or decree, and shall be given an opportunity to contest or direct such disclosure); the Information shall be kept confidential by the receiving party and shall be used solely for the purposes of fulfilling the terms of this Agreement.

#### **5. WARRANTY; WARRANTY LIMITATIONS.**

Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. **THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.**

#### **6. INFRINGEMENT AND GENERAL INDEMNIFICATION.**

**6.1 Patent, Copyright and Trademark Infringement Indemnification.** Vendor will (i) indemnify, hold harmless and defend Customer, at Vendor's expense, from and against any claim brought against Customer alleging that any portion of the Equipment infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold Customer harmless from and against all costs and damages finally awarded, provided that Vendor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

**6.1.1 Infringement Defense.** In the defense or settlement of a claim pursuant to Paragraph 6.1 above, Vendor may: (i) obtain for Customer the right to continue using the Equipment; (ii) replace or modify the Equipment so that it becomes non-infringing; or (iii) if remedies (i) and (ii) are not reasonably available, grant Customer a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Equipment.

**6.1.2. Infringement Indemnification Limitations.** Vendor shall not have any liability if the alleged infringement is based upon the use or sale of the Equipment in combination with other products or devices not furnished or approved by Vendor. VENDOR DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

**6.2 General Indemnity.** Each party shall indemnify and hold harmless the other party, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real and/or tangible property damage, arising out of acts or omission to act under this Agreement.

**6.3 Defense of Claim.** In the event of any such claim set forth in Paragraph 6.2 above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

## **7. LIMITATIONS.**

**7.1 Maintenance Service Limitations.** Notwithstanding anything herein to the contrary, Vendor shall have no obligation hereunder to provide Maintenance Service to Equipment which has deteriorated to such an extent that it cannot, in the reasonable discretion of Vendor, be maintained and needs to be replaced. Vendor shall provide written notice of any such deterioration prior to suspending Maintenance Service. Furthermore, Vendor shall have no implied or expressed obligation hereunder to diagnose, troubleshoot, maintain and/or repair Customer's environmental systems (e.g., HVAC), computer networks, computer systems, computer servers or other networks, or items external to the Equipment or not delivered by Vendor. Vendor's obligations to provide Maintenance Service shall also terminate if Customer:

- (a) fails to provide Vendor with safe and sufficient access to the Equipment, subject to Customer's reasonable site security policies and procedures;
- (b) stores, handles, operates, alters or modifies the Equipment in a negligent manner, otherwise damages the Equipment, or uses the Equipment for purposes other than those set forth in Published Specifications;
- (c) fails continuously or repeatedly to provide routine cleaning after being provided notice by Vendor pursuant to Section 1.4 above;
- (d) fails continuously or repeatedly to provide a suitable environment with regard to facilities (including without limitation HVAC system, humidity, and/or power) as prescribed in the Published Specifications;
- (e) uses or operates the Equipment beyond its intended design parameters;
- (f) damages the Equipment through its use in conjunction with machinery, software, or third-party supplies not covered by this Agreement;
- (g) performs maintenance or repairs on the Equipment not authorized in writing by Vendor, or allows a third party not authorized in writing by Vendor to perform the same;
- (h) alters or modifies in any way the Equipment safety mechanisms;

(l) operates the Equipment with envelopes or enclosures other than those specified in the Published Specifications;

(j) fails to install or allow installation of any Updates (as defined in Exhibit "C" Section 7) that are required in order to allow the Equipment to perform in accordance with the Published Specifications;

(k) fails to use follow routine cleaning instructions and/or prohibitions (i.e., use of flammable gases, compressed or canned air) in the process of performing the routine cleaning of the Equipment or if the Equipment is damaged due to fire, water, electrical power loss or disruption, or other external causes or other similar causes; or

(i) relocates Equipment to a Site other than that defined in this Agreement; provided, however, that should Vendor and Customer agree to continue Maintenance Service on Equipment moved to another Site, Customer's Equipment shall be subject to inspection by Vendor, at Vendor's published rates and terms then in effect for such service, prior to Vendor resuming Maintenance Service on Customer's Equipment.

Any period of suspension or termination referenced shall not relieve Customer of its obligation to make timely payment for the Maintenance Service and/or Software License fees that accrued up to the effective date of termination.

**7.2 General Limitations.** In no event shall either party be liable to the other, whether in an action in negligence, contract or tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations in Paragraph 4.3; or (ii) instances of either Party's gross negligence or willful misconduct; each party's liability for damages under this Agreement, whether in an action in negligence, contract or tort or based on a warranty, shall not exceed the annual fees payable for the Maintenance Service.

## **8. GENERAL PROVISIONS.**

**8.1 Governing Law.** This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any claim arising out of or in connection with this Agreement shall be brought only in the district court in and for the State of New Jersey, and Customer agrees to personal jurisdiction over it in such court.

**8.2 Fees Due For Breach.** In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

**8.3 Assignment.** Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a competitor of Vendor.

**8.4 Rights Cumulative; Non-Waiver.** All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

**8.5 Severability.** In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

**8.6 Force Majeure.** Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

**8.7 Nondiscrimination Clause.** Vendor is an equal employment opportunity employer and is a federal contractor. Consequently, Vendor and Customer (as applicable) agree that they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of

the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The parties further agree that they will comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws.

**8.8 Order of Precedence.** Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement and Exhibit C; (ii) Exhibits "A" and "B;" and (iii) all other transaction documents.

**8.9 Entire Agreement.** This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Parties agree to be bound by the terms of this Agreement and any attached Exhibits.

**OPEX CORPORATION ("Vendor")**

**Office of Receiver of Taxes ("Customer")**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: J. Scott Ackley

Printed Name: \_\_\_\_\_

Title: Associate Counsel

Title: \_\_\_\_\_

Date: 6/17/2022

Date: \_\_\_\_\_

**EXHIBIT "A" EQUIPMENT SCHEDULE**

1) Customer's Name: Office of Receiver of Taxes

2) The Equipment covered by this Agreement is located at the following Site(s):

200 North Franklin St  
Hempstead, NY 11550-1378

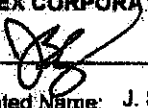
3) The Equipment covered by this Agreement includes the machines described below:

(a) Machine Description: Omaton 206  
Serial Number(s): ZA02042

By signing below, the Parties agree to be bound by the terms of the Agreement and this Exhibit "A."

**OPEX CORPORATION ("Vendor")**

**Office of Receiver of Taxes ("Customer")**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: J. Scott Ackley

Printed Name: \_\_\_\_\_

Title: Associate Counsel

Title: \_\_\_\_\_

Date: 6/17/2022

Date: \_\_\_\_\_

**EXHIBIT "B" SERVICE PRICING**

Pricing for the Initial Term of the Agreement is based on the current rates set forth herein, prepaid annually in advance, per shift, per site. Pricing for any Renewal Term is subject to change, based upon Vendor's published rates then in effect.

<u>Product Description</u>	<u>Price Each</u>	<u>QTY</u>	<u>Extended Price</u>
Oration 206	\$2,130.00	1	\$2,130.00
<b>Total Service Costs (pre-tax)</b>			<b>\$2,130.00</b>



## **EXHIBIT "C" SOFTWARE USE LICENSE TERMS FOR THE EQUIPMENT**

The following are the software license terms and conditions ("License") under which Vendor agrees to grant Customer use of all software programs ("Software") installed in or operational with the Equipment as identified in the applicable Exhibit "A" to this Agreement:

### **1. LICENSE**

**1.1 License Grant.** In consideration for timely annual payment of Vendor's Software licensing fees as identified in the applicable invoice(s), Vendor grants Customer a personal, non-transferable, and non-exclusive right to use the Software. The Software may be used only in connection with the Equipment specified in the applicable invoice(s) for this Agreement.

**1.2 License Term; Payment.** The initial Software license term for the Software provided herein ("Initial Term") is defined as twelve (12) consecutive months after termination of the Equipment warranty period. As such, the Software license fees for the Initial Term are listed in Exhibit B above. Thereafter, the Software license will automatically renew for successive one (1) year terms on the anniversary of the date the License-Initial Term began (each a "Renewal Term"). The rates for each Renewal Term shall be based on Vendor's then current published annual rates. Vendor shall invoice Customer annually in advance for the Software licensing fees. Terms of payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

### **2. SOFTWARE OWNERSHIP**

All Software is a proprietary product of Vendor and is protected by copyright laws and international treaties. Vendor retains all right, title, and interest in the Software, and all copies of the Software, regardless of the media or form on or in which the Software or other copies may exist, including copies which are made in violation of the terms of this License. Nothing contained herein shall constitute a sale by Vendor of any rights in the Software.

### **3. CUSTOMER OWNERSHIP**

Customer owns the media onto which the licensed Software is downloaded, but not the Software. This License is not a sale of the original Software or of any copy thereof.

### **4. RESTRICTIONS ON USE**

Customer may not:

- (a) transfer the Software to multiple pieces of Equipment or third-party machinery;
- (b) distribute copies of the Software or accompanying materials to others;
- (c) copy, modify, adapt, translate, reverse-engineer, decompile, disassemble, or create derivative software based on the Software; or
- (d) copy, modify, adapt, translate, or create derivative documentation based on the Vendor's written materials.

### **5. RESTRICTIONS ON ASSIGNMENT OR TRANSFER**

Customer shall not assign, rent, lease, sell, sublicense, pledge, encumber or otherwise transfer the Software to another party without the prior written consent of the Vendor, which shall not be unreasonably withheld or delayed. However, Customer shall be able to transfer its right of use of the Software to an "Affiliate," defined as an entity that controls, is controlled by, or is under common control with, Customer and is subject to obtaining Vendor's prior written consent which shall not be unreasonably withheld or delayed.

### **6. TERMINATION**

This License is effective until terminated and will automatically terminate if Customer fails to comply with any terms of this License, including without limitation, continued timely payment of Vendor's annual Software licensing fees. Upon termination, Customer shall immediately return all Software, all copies thereof, and all printed and written materials to the Vendor at Customer's expense.

**7. SOFTWARE UPDATES**

The Software is subject to change without notice to Customer. "Updates" shall mean updates (excluding Upgrades as defined below) for the Software that Vendor shall provide to Customer at no additional charge when Updates are directly made available by Vendor to Vendor's other similarly situated customers at no additional charge. "Upgrades" shall mean any enhancements, new version of the Software or newer version of the Software (containing a more fully featured version of Software currently licensed to Customer) that Vendor makes generally available to Customer and other similarly situated customers at a cost. Updates of the Software may be created or issued by the Vendor from time to time. At its sole option, Vendor may make such Updates available to Customer. If Vendor makes any Upgrades of the Software commercially available to similarly situated customers then Customer shall, at its sole discretion, purchase such Upgrade, in accordance with Vendor's then current rates.

**8. SPECIAL FUNCTION SOFTWARE**

Upon request by Customer, and at Vendor's sole discretion, Vendor may provide additional software services to modify the then-existing functionality or to add additional functionality not contained in the Software ("Special Function Software"). Special Function Software shall be provided at an additional cost mutually agreed upon prior to Vendor's commencement of any additional software services.

**9. LIMITED WARRANTY**

For a period of thirty (30) calendar days following the delivery of the Equipment, all Software supplied pursuant to this License shall substantially conform to Vendor's written specifications. In the event that the Software does not so conform, Vendor will provide Customer programming services as may be required to correct documented program errors to the extent that such errors are not caused by: (i) defects or problems related to Customer's use of the Software or Equipment in a manner inconsistent with Vendor's written specifications or the terms of this License; or (ii) defects or problems relating to alteration of the Software or Equipment by Customer.

**VENDOR DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE SUPPLIED HEREUNDER WILL BE ERROR OR "BUG" FREE. EXCEPT AS PROVIDED HEREIN, THE SOFTWARE IS PROVIDED WITH NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.**

**PLEASE REFER TO PARAGRAPH 7.2 TITLED "GENERAL LIMITATIONS" UNDER THE MAIN BODY OF THIS AGREEMENT FOR THE LIMITATIONS WHICH SHALL APPLY TO THE SOFTWARE.**

305 Commerce Drive  
MOORESTOWN, NJ 08057Phone: 856-727-1100  
Fax: 856-727-1955**SOLD TO: #ASO2589/Site #26759/ID 39621**  
Office of Receiver of Taxes  
ATTN: Steve Brown  
200 North Franklin St  
Hempstead, NY 11550-1378**SHIP TO: #ASO2589/Site #26759/ID 39622**  
Office of Receiver of Taxes  
ATTN: Steve Brown  
200 North Franklin St  
Hempstead, NY 11550-1378

DUE DATE	COLLECTION TERMS	CUSTOMER PO	ACCT REPRESENTATIVE	
10-JUL-22	Net 30	Maintenance	Rebecca Spinelli	rspinelli@opex.com

INVOICE #	CUSTOMER #	CONTRACT #	CONTRACT PERIOD	BILLING PERIOD
1150163	ASO2589	US100634	07/08/2022 to 07/07/2023	07/08/2022 to 07/07/2023

ITEM NUMBER	COVERED PRODUCT (QTY)	SERIAL NO	LIST PRICE	NET PRICE	QTY	UOM	EXTENDED PRICE
STD8H/4H	OMATION MODEL 206(1)	ZA02042	2,130.00	2,130.00	1	Year	2,130.00

TOTAL GROSS 2,130.00

TOTAL TAX 0.00

CURRENCY: USD

INVOICE TOTAL 2,130.00

**NOTES:**

- Past due accounts are subject to a service charge of 2% per month or such lesser amount as permitted by law.
- Service will be provided in accordance with OPEX's standard contract terms, unless agreed otherwise in writing between the parties.
- The NET Price for REDS (Models 48, 50, 51, or 60) reflects a multiple machine service pricing discount.



BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK (THE "TOWN"), ADOPTED JUNE 28, 2022, AUTHORIZING THE FINANCING OF THE PAYMENT OF A SETTLED CLAIM BY THE TOWN IN THE FOLLOWING MATTER: *SANDRA ROBERTS and CEDMON ROBERTS v. TOWN OF HEMPSTEAD, ET AL.* (INDEX NO. 601298/18, SUPREME COURT, NASSAU COUNTY), STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$400,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF \$400,000 SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION.

The following resolution was offered by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_, to wit:

THE TOWN BOARD OF THE TOWN OF HEMPSTEAD (THE "TOWN"), IN THE COUNTY OF NASSAU, STATE OF NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. Pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "SEQRA"), the Town Board hereby determines that the object or purpose for which the bonds are herein authorized is a Type II Action, and that no further action is required to satisfy the requirements of SEQRA.

Section 2. The Town is hereby authorized to finance the costs associated with the payment of the following settled claim: *SANDRA ROBERTS and CEDMON ROBERTS v. TOWN OF HEMPSTEAD, ET AL.* (INDEX NO. 601298/18, SUPREME COURT, NASSAU COUNTY) (the "Purpose"). The estimated maximum cost of said Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$400,000, and said amount is hereby appropriated for such Purpose. The plan of financing includes the issuance of \$400,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 3. Serial bonds of the Town in the principal amount not to exceed \$400,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

- (a) The Purpose is an object or purpose described in subdivision 33 of paragraph a of Section 11.00 of the Law and the period of probable usefulness of the Purpose is five (5) years; provided, however, that in the event the total amount of such settled claim, and any other similar

item # 37

claims, judgments or awards falling due in a single fiscal year shall exceed one per centum of the average assessed valuation of real property in the Town, the applicable period of probable usefulness shall be ten (10) years; and provided further that in the event such settled claim and any other similar claims, judgments or awards falling due in a single fiscal year shall exceed two per centum of the average assessed valuation of real property in the Town, the applicable period of probable usefulness shall be fifteen (15) years.

- (b) The proceeds of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized.
- (c) This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the bonds authorized by this resolution, or bond anticipation notes issued in anticipation of the sale of said bonds, as required by United States Treasury Regulation Section 1.150-2.
- (d) The maximum maturity of the bonds authorized by this resolution will not exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law. The faith and credit of the Town are hereby irrevocably pledged for the payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds as the same respectively become due and payable and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of said bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest on such bonds and any notes in anticipation thereof due and payable in such year. There shall annually be levied on all the taxable real property in the Town a tax sufficient to pay the principal of and interest on such bonds and any notes in anticipation thereof as the same become due and payable.

Section 6. Subject to the provisions of this resolution and subject to the provisions of the Law, the powers and duties of the Town Board relative to authorizing the issuance and sale of any notes in anticipation of the sale of the bonds herein authorized, including renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

- (b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. The foregoing resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the "Long Island Business News", a newspaper having a general circulation in the Town, which newspaper is hereby designated as the official newspaper of the Town for such publication.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Supervisor Donald X. Clavin, Jr.	voting	_____
Councilwoman Dorothy L. Goosby	voting	_____
Councilman Anthony P. D'Esposito	voting	_____
Councilman Dennis Dunne, Sr.	voting	_____
Councilman Thomas E. Muscarella	voting	_____
Councilman Christopher Carini	voting	_____
Councilwoman Melissa Miller	voting	_____

The resolution was declared adopted.

AYES: \_\_\_\_\_ ( )

NAYS: \_\_\_\_\_ ( )

I, KATE MURRAY, Town Clerk of the Town of Hempstead, in the County of Nassau, State of New York (the "Town"), HEREBY CERTIFY that this is a true, complete and correct copy of the original bond resolution duly adopted by the Town Board of the Town at a meeting thereof held on the date set forth herein, and at which a quorum was present and acting throughout.

(SEAL)

\_\_\_\_\_  
 Kate Murray, Town Clerk  
 Town of Hempstead

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption as follows:

**RESOLUTION AUTHORIZING THE PAYMENT OF AN INVOICE TO BOARDWALK EMPIRE LLC FOR THE RENTAL OF PARKING SPACES DURING THE 2022 SUMMER BEACH SEASON**

WHEREAS, by Invoice #2022-0001 dated May 27, 2022, Boardwalk Empire, LLC ("Boardwalk Empire") offered the Town the ability to rent twenty (20) parking spaces in Boardwalk Empire's parking lot located at 1815 Ocean Blvd., which neighbors the Town's Atlantic Beach Estates Locker Facility (the "Locker Facility"), for the upcoming 2022 summer beach season at a total cost of \$13,500.00; and

WHEREAS, the Commissioner of the Department of Parks and Recreation ("Commissioner") determined that such additional parking spaces would be needed to service the parking needs of those residents utilizing the Locker Facility during the 2022 summer beach season, due to an increase in parking demand at said Facility coupled with the extremely limited parking spaces available at the Locker Facility; and

WHEREAS, the Commissioner accordingly recommends to this Town Board that the aforementioned parking space rental offer made by Boardwalk Empire be accepted and further recommends to this Town Board that it authorize the Comptroller to make payment to Boardwalk Empire in the total amount of \$13,500.00 for the 2022 summer beach season; and

WHEREAS, this Town Board, finds it to be in the best interest of the Town to accept the aforementioned parking space rental offer made by Boardwalk Empire by duly authorizing the Comptroller to pay Boardwalk Empire's associated Invoice #2022-0001 in the amount of \$13,500.00.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Boardwalk Empire parking space rental offer be and hereby is accepted and the Comptroller be and hereby is authorized to make payment to Boardwalk Empire, LLC in the amount of \$13,500.00; said sum be paid from Department of Parks & Recreation account number #400-007-7110-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 38

Case # 19910



Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption as follows:

**RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO ACCEPT A DONATION IN THE AMOUNT OF \$5,000.00 FROM MANHATTAN PRODUCTIONS LLC**

WHEREAS, Manhattan Productions LLC, with offices at 329 Gates Avenue, Brooklyn, New York 11216 and an independent third party without affiliation of any kind with the Town, recently sought and received permission from the Town to access and utilize a portion of Oceanside Park to accommodate a commercial film shoot project; and

WHEREAS, with respect to its use of Oceanside Park, Manhattan Productions LLC agreed to make a donation in the sum of \$5,000.00 (the "Donation") to the Town; and

WHEREAS, the Commissioner of the Department of Parks and Recreation respectfully recommends that this Town Board accept the Donation from Manhattan Productions LLC and further recommends that said Donation be specifically allocated to help subsidize the Town's 2022 Summer Concert Series; and

WHEREAS, this Town Board finds that it would be in the Town's best interest to accept the Donation from Manhattan Productions LLC for the purpose of helping to subsidize the Town's 2022 Summer Concert Series.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town of Hempstead hereby agrees to accept the Donation from Manhattan Productions LLC for the express purpose of helping to subsidize the Town's 2022 Summer Concert Series; and

**BE IT FURTHER**

**RESOLVED**, that the Town Comptroller be and hereby is authorized to deposit the \$5,000.00 Donation into the Gifts and Donation Account (#400-007-7110-2705).

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 39

Page # 29910

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION ACCEPTING A PROPOSAL AND AWARDING A RELATED RECREATION MANAGEMENT SOFTWARE LICENSE AGREEMENT TO CIVICPLUS, LLC**

**WHEREAS**, on or about March 18, 2022, the Department of Parks and Recreation ("Department"), on behalf of the Town, advertised a Request for Proposals ("RFP") for the purpose of obtaining proposals from qualified software vendors to furnish a comprehensive "user friendly" recreation software management program to facilitate a simple to navigate on-line registration process for the Town's numerous recreation programs as well as allowing for the Department to efficiently reserve use of the Town's ball fields, show mobiles, community rooms and pools; and

**WHEREAS**, the Department received two timely filed Proposals (summarized immediately below), each of which was carefully review by a Town RFP Evaluation Committee chaired by the Commissioner of the Department ("Committee"):

**Civic Plus, LLC**  
 302 South 4<sup>th</sup> Street, Suite 500  
 Manhattan, KS 66502  
 Year 1 Inclusive of 1 Time Set Up Fee: \$43,718.00  
 Year 2 and Balance of Term of Agreement: \$20,407.00

**PerfectMind Inc.**  
 Still Creek Drive  
 Burnaby, BC V5C 6S6  
 Year 1 Inclusive of 1 Time Set Up Fee: \$48,439.00  
 Year 2 and Balance of Term of Agreement: \$23,066.00

; and

**WHEREAS**, on or about May 18, 2022, each of the above companies made lengthy software program demonstration presentations to the Committee; and

**WHEREAS**, following the Committee's careful consideration of each of the aforementioned proposals as well as the respective company software program demonstrations, the Commissioner of the Department, on behalf of the aforementioned Committee, hereby recommends to this Town Board that the aforementioned Proposal submitted by CivicPlus, LLC be accepted and that a corresponding Software License Agreement be awarded to CivicPlus, LLC in light of the following factors: (i) CivicPlus, LLC is a highly reputable Recreation Software Management company with many years of experience in the field; (ii) the Proposal submitted by CivicPlus, LLC was the lowest Proposal received from a financial cost perspective; and (iii) said Proposal was, in the opinion of the Committee, the most complete and detailed of those received and of equal significance, deemed to be the most compatible to the Department's software programming needs; and

**WHEREAS**, this Town Board finds it in the best interest of the Town to accept the subject CivicPlus, LLC Recreation Software Management Proposal and that a related Software License Agreement be awarded to CivicPlus, LLC.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the aforementioned CivicPlus, LLC Recreation Software Management Proposal be and is hereby accepted and the Commissioner of the Department be and is hereby authorized to negotiate and execute a corresponding Software License Agreement with CivicPlus, LLC; and

**BE IT FURTHER**

**RESOLVED**, the Town Comptroller, be and hereby is, authorized to issue payments to CivicPlus, LLC in accordance with the terms and conditions of said Software License Agreement entered into with CivicPlus, LLC, with said payments to be charged to Department of Parks and Recreation Fees and Services Account # 400-007-7110-4151

The foregoing Resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 40

Case # 9920

CASE NO.

RESOLUTION NO:

Adopted:

offered the following resolution and moved its adoption as follows

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

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

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

<u>Brand</u>	<u>Model #</u>	<u>Serial #</u>
GE	PLS	9784864
GE	PLS	618131
GE	PLS	9784717
GE	PLS	NO SERIAL NUMBER
GE	PLS	1167
GE	PLS	NO SERIAL NUMBER
Motorola	H05RDD9AA4DN	720TZJ2038Z
Motorola	H05RDD9AA4DN	720TZQ2231Z
Motorola	H44AAU3120B	278ADJ1522
Motorola	MT1000	749ATS1108
Motorola	H05RDD9AA4DN	720TZQ226Z
Motorola	H05RDD9AA4DN	720TZJ1976Z
Motorola	H05RDD9AA4DN	720TZJ2053Z
Motorola	H34GGU7100BN	749ARU0152
Motorola	HT440	NHN-6324A
Motorola	HT440	NHN-6325A
Motorola	MT500	411AFY0715
Motorola	MT500	111AFY0716
Motorola	MT440	432AHL07387
Motorola	HT440	432AGU0817
Motorola	HT440	720TZN2822Z0
Motorola	T1605BM	222CCW0446
Midland	MO400U	E053100220
Midland	MO400U	E053100037
Vertex	VX2000U	0C130170
Wouxun	KGUV6D	N09AT1351
Ericsson	PAU02	1628683

; and

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

**NOW, THEREFORE,**

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

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 41

Case # 9920

Adopted:

offered the following resolution and moved its adoption as follows:

**RESOLUTION RATIFYING AND AFFIRMING AN ACCESS AGREEMENT WITH ROADWORK AHEAD INC.**

WHEREAS, Roadwork Ahead Inc., with offices at 2186 Kirby Lane, Syosset, New York 11791 ("Roadwork") communicated to the Commissioner of Parks and Recreation ("Commissioner") that it desired to utilize a small portion of the parking lot ("Lot") at the Town's Shell Creek Park Facility to accommodate a Field Office Trailer; and

WHEREAS, the Field Office Trailer situated in the Lot shall be exclusively for use by Roadwork personnel, staff of the engineering firm L.K. McLean Associates, P.C. and the Town Engineering Department in conjunction with three proximate GOSR projects respectively located at or near: (i) California Place; (ii) Broadway and Trafalger; and (iii) Harbor Isle, (collectively the "Projects"); and

WHEREAS, the Commissioner has determined that the location of the Field Office Trailer will not adversely impact residents use of Shell Creek Park; and

WHEREAS, the Commissioner hereby recommends to the Town Board that it ratify and affirm his prior execution of the subject Access Agreement in order to facilitate the efficient completion of the Projects; and

WHEREAS, this Town Board finds that it would be in the Town's best interest to ratify and affirm the aforementioned Access Agreement.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Access Agreement with Roadwork effective as of April 11, 2022 be and hereby is ratified and affirmed, including without limitation, its prior execution on behalf of the Town by the Commissioner of the Department of Parks and Recreation.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 4/2

Case # 15747

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE RATIFICATION AND AFFIRMATION OF PREVIOUSLY EXECUTED PHYSICAL FITNESS INSTRUCTOR AGREEMENTS IN CONJUNCTION WITH THE DEPARTMENT OF PARKS AND RECREATION 2022 SUMMER PHYSICAL FITNESS INSTRUCTION CLASSES**

**WHEREAS**, the Town of Hempstead through its Department of Parks and Recreation ("Department") hosts a wide variety of "Physical Fitness" instruction classes each summer (collectively the "Town's 2022 Summer Physical Fitness Instruction Classes"); and

**WHEREAS**, in conjunction with the Town's 2022 Summer Physical Fitness Activities Program, the Department has previously entered into a number of Physical Fitness Instructor Agreements each as more particularly identified on Schedule "A" attached hereto; and

**WHEREAS**, the Commissioner of the Department hereby recommends to this Town Board that each of the previously executed Physical Fitness Instructor Agreements respectively identified on Schedule "A" be ratified and affirmed; and

**WHEREAS**, this Town Board finds that the ratification and affirmation of the Physical Fitness Instructor Agreements respectively identified on Schedule "A" in conjunction with the Town's 2022 Summer Physical Fitness Instruction Classes is in the best interest of the Town.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that each of the previously executed Physical Fitness Instructor Agreements identified on Schedule "A" be and hereby are ratified and affirmed; and

**BE IT FURTHER**

**RESOLVED**, that the Comptroller be and hereby is authorized to make payments under the aforementioned Physical Fitness Instructor Agreements from Parks and Recreation Account #400-007-71100-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 43

Case # 11046

**DEPT OF PARKS & RECREATION - 2022 SUMMER PHYSICAL FITNESS INSTRUCTORS SCHEDULE "A" (\*Revised\*)**

<b>Instructor</b>	<b>Class</b>	<b>Fee</b>
Catherine Cassatto-Baldari	(12)Aerobics,(12) Cardio Sculpt, (12) Total Body (Echo Park)	\$1,800.00
Andrea Campbell-Genna	(12) Zumba Gold (Merrick Clubhouse)	\$600.00
Margaret Maher	(12) Body Sculpting, (12) Pilates Mat (Merrick Clubhouse)	\$1,200.00
Maria Ende Fitness	(8) Kettlebell, (8) FUNctional Fitness (Speno)	\$800.00
Leah Hartofelis	(48) Kundalini Yoga (Echo Park)	\$2,400.00
Nene Alameda	(12) Aerobics (Merrick)	\$600.00
Meredith Heine	(12) Zumba (Levittown Hall)	\$600.00
Kathryn Quaranto	(12) Aerobics (Levittown Hall)	\$600.00
Sandra Metz	(12) Zumba (Echo Park)	\$600.00
Madeline McAndrews	(12) Body Sculpting (Levittown), (12) Kripalu Yoga (Levittown), (12) Kundalini Yoga (Merr.	\$1,800.00
Edgar D. Hug	(36) Tai Chi (Echo Park)	\$1,980.00
David Smith	(62) Shape Up For Men (Echp Park)	\$3,100.00
Claudia Penna	(12) Strong Core Plus More, (12) Cardio Sculpting, (12) Kickboxing (West Hempstead)	\$1,800.00
Michele L. Pome	(12) Total Body, (12) Strength Training , (12) Body Sculpting (Merrick Clubhouse)	\$1,800.00
Jeanette Morales	(12) Zumba (Echo Park)	\$600.00
Stephanie Kane	(4) Pilates (Merrick Clubhouse)	\$200.00
Marissa Day	(8) Pilates (Merrick Clubhouse)	\$400.00
Lorraine Trezza	(24) Hatha Yoga (Merrick Clubhouse)	\$1,200.00
Carole Murphy	(24) Aqua Exercise (Echo Park Pool)	\$1,200.00
Lisa Samuels	(16) Beach Yoga (Lido Beach West), (12) Yin Yoga (Merrick Clubhouse)	\$1,400.00
Rosemarie Martelli	(24) Vinyasa Yoga(Merrick Clubhouse &Echo Park), (12) Hatha Yoga (Echo Park)	\$1,800.00
Cheryl Schruefer	(12) Aerobics (Lev Hall), (24) Total Body (Lev Hall), (12) Pilates (Lev Hall), 8 Hula Hoop (Speno)	\$2,800.00
Cheryl Schruefer	(12) Kickboxing , (12) Aerobics , (12) Pilates (all Merrick Clubhouse)	\$1,800.00
Michele L. Pome	(24) Body Sculpting, (2) ABS Exercise, (12) Pilates, (12) Total Body, (12) Yogalates (all Echo Park)	\$3,100.00
Jeanine Pendergrass	(5) Hoop Fitness (Bluegrass Lane, Levittown)	\$250.00
Robert Washington	(18) Self Defense/Karate (Coes Neck Park)	\$900.00

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE RATIFICATION AND AFFIRMATION OF PREVIOUSLY EXECUTED AGREEMENTS IN CONJUNCTION WITH THE DEPARTMENT OF PARKS AND RECREATION'S 2022 CULTURAL ARTS SUMMER CHILDREN'S PROGRAMING**

**WHEREAS**, the Town of Hempstead, through its Department of Parks and Recreation ("Department"), hosts a variety of children's shows each summer (collectively the "Town's 2022 Cultural Arts Summer Children's Shows"); and

**WHEREAS**, in conjunction with the Town's 2022 Cultural Arts Summer Children's Shows, the Department has previously entered into Performance Agreements with various performers to present shows for children; and

**WHEREAS**, the Commissioner of the Department hereby recommends to this Town Board that the aforementioned Performance Agreements, respectively identified on Schedule A" attached hereto, be ratified and affirmed; and

**WHEREAS**, this Town Board finds that the ratification and affirmation of the aforementioned Performance Agreements in conjunction with its upcoming 2022 Cultural Arts Summer Children's Shows is in the best interest of the Town.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that each of the previously executed Performance Agreements identified on Schedule "A" be and hereby are ratified and affirmed; and

**BE IT FURTHER**

**RESOLVED**, that the Comptroller be and hereby is authorized to make payments pursuant to the aforementioned Performance Agreements respectively identified on Schedule A" attached from Parks and Recreation Account #400-007-7110-4793.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 43  
Case # 11046





Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RENEWING THE CONTRACT FOR 2021 FURNISHING,  
PLANTING AND MAINTAINING TREES AND SHRUBS ALONG STREETS,  
PARKING FIELDS AND OTHER LOCATIONS IN THE UNINCORPORATED  
AREAS OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK  
PW# 11-21

WHEREAS, the Town Board on May 2, 2021 adopted Resolution No. 469-2021 awarding Louis Barbato Landscaping, Inc., the 2021 Furnishing, Planting and Maintaining of Trees and Shrubs along Streets, Parking Fields and Other Locations in the Unincorporated Areas of the Town of Hempstead PW # 11-21 in the amount of \$53,920.00; and

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

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

NOW THEREFORE, BE IT

RESOLVED, that the 2021, Furnishing, Planting and Maintaining of Trees and Shrubs along Streets, Parking Fields and Other Locations in the Unincorporated Areas of the Town of Hempstead PW # 11-21, renewed contract to be known as PW# 11-2 R; and BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to renew, on behalf of the Town of Hempstead the agreement with Louis Barbato Landscaping, Inc. and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in the amount of \$53,920.00 with payments to be made from the Town Highway Capital Improvement Funds, Account No.: 9590-503-9590-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

45

7727

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF  
PURCHASE CONTRACT#: 17-2022 FOR  
LABOR AND MATERIALS TO REPAIR COMPRESSORS  
AND OTHER RELATED ITEMS

WHEREAS, the Division of Purchasing solicited proposals for TOH Purchase Contract#: 17-2022 for Labor and Materials to Repair Compressors and Other Related Items; and

WHEREAS, proposals were received and opened on March 3, 2022 whereby the following companies submitted the listed proposals:

Name & Address of Proposers	Proposal
1. D & D Electric Motors & Compressors, Inc. 127 East Hoffman Avenue Lindenhurst, NY 11757	Fee Schedule/Groups I - V
2. Delta Air Compressor, Inc. 156 East Merrick Road Freeport, NY 11520	Fee Schedule/Groups I - V

;and

WHEREAS, the bid offered by Delta Air Compressor, Inc., 156 East Merrick Road, Freeport, NY 11520 was received after the due date and time established in the bid requirements; and

WHEREAS, following an evaluation of the aforementioned proposals it has been determined that the proposal received by D & D Electric Motors & Compressors, Inc., 127 East Hoffman Avenue, Lindenhurst, NY 11757 best meets the needs of the residents of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards TOH Purchase Contract#: 17-2022 for Labor and Materials to Repair Compressors and Other Related Items to D & D Electric Motors & Compressors, Inc., 127 East Hoffman Avenue, Lindenhurst, NY 11757; and

Be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment of the monies due and owing in conjunction with this contract from various departmental accounts

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item # 46

Case # 29734

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF  
PURCHASE CONTRACT#: 38-2022 FOR  
EMERGENCY REMOVAL OF TREES FROM PRIVATE PROPERTY UNDER  
CHAPTER 90 OF THE TOWN OF HEMPSTEAD CODE

WHEREAS, the Division of Purchasing solicited proposals for TOH Purchase Contract#: 38-2022 for the Emergency Removal of Trees Under Chapter 90 of the Town of Hempstead Code; and

WHEREAS, proposals were received and opened on May 5, 2022 whereby the following companies submitted the listed proposals:

Name & Address of Proposers	Proposal
1. Green Velvet Tree, Inc. 31 Moffitt Boulevard Bay Shore, NY 11706	Fee Schedule/Item
2. Greenleaf Landscaping & Tree Care, Inc. 3330 Park Avenue, Suite 3 Wantagh, NY 11793	Fee Schedule/Item
3. Dom's Lawnmaker, Inc. 101 Harbor Road Port Washington, NY 11050	Fee Schedule/Item
4. Long Island Tree & Landscape Service, Inc. P.O. Box 1531 Seaford, NY 11783	Fee Schedule/Item
5. Trees "R" Us, Inc. 99 South Saxon Avenue Bayshore, NY 11706	Fee Schedule/Item

;and

WHEREAS, following an evaluation of the aforementioned proposals it has been determined that the proposal received by Long Island Tree & Landscape Service, Inc., P.O. Box 1531, Seaford, NY 11783 best meets the needs of the residents of the Town; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards TOH Purchase Contract#: 38-2022 for the Emergency Removal of Trees Under Chapter 90 of the Town of Hempstead Code to Long Island Tree & Landscape Service, Inc., P.O. Box 1531, Seaford, NY 11783; and

Be it further

Item # 47  
Case # 6542

RESOLVED, that the Comptroller is hereby authorized and directed to make payment of the monies due and owing in conjunction with this contract from Unsafe Buildings Account#: 030-0002-36200-4300

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*



WHEREAS, the Town Board believes it is in the best interest of the public to repurpose the excess funding; and

NOW THEREFORE BE IT:

RESOLVED, that the excess funding that Recipient Entities will not and have not utilized will be repurposed and made available, as appropriate in due course, to cover unbudgeted necessary expenses incurred directly related to the COVID-19 pandemic by the Town and/or other eligible Recipient Entities to be determined, be it further:

RESOLVED, that the Comptroller shall make such funds available upon presentation to him of all documentation he may deem necessary to confirm the lawful and proper use of the funds, with invoices which sufficiently demonstrate that the funds were used for proper unbudgeted direct expenses incurred as a result of the COVID-19 public health emergency, be it further:

RESOLVED, that such documentation shall include an executed grant of funds agreement signed by a person in authority, acceptable to the Town Attorney, stating that they agree that in the event the Federal Government determines that the expenditure of the funds, or any part thereof, was in any manner improper and determines to demand the return of the funds, or any part thereof, the Recipient Entity shall be legally responsible for reimbursing the Town of the amount equal to the amount of funds obligated to be returned, and the Recipient Entity shall hold the Town harmless, be it further:

RESOLVED, that any legal impediment to the foregoing is hereby superseded and overridden, pursuant to the emergency declaration issued by the Supervisor on March 16, 2020,

and/or any other applicable law or declaration, which remains  
in effect, be it further:

RESOLVED, that all such funds shall be paid out of 010-  
0001-14200-4158.

The foregoing resolution was adopted upon roll call as  
follow:

AYES:

NOES:





CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AMENDMENT TO THE 2021 ADOPTED BUDGET TO AMEND THE ESTIMATED REVENUES ACCOUNT AND THE CARES ACT ASSISTANCE REVENUE ACCOUNT IN THE GENERAL FUND, PART TOWN FUND, PART TOWN HIGHWAY FUND, SANITATION OPERATING FUND, REFUSE DISPOSAL FUND, PARKS OPERATING FUND AND THE WATER OPERATING FUND.

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

<b>GENERAL FUND</b>		
DECREASE: 5100	ESTIMATED REVENUES	\$ 885,442
	<u>REVENUE - UNDISTRIBUTED</u>	
DECREASE: 010-0012-90000-4786	CARES ACT ASSISTANCE	\$ 885,442
<b>PART TOWN FUND</b>		
INCREASE: 5100	ESTIMATED REVENUES	\$ 419,491
	<u>REVENUE - UNDISTRIBUTED</u>	
INCREASE: 030-0012-90000-4786	CARES ACT ASSISTANCE	\$ 419,491
<b>PART TOWN HIGHWAY FUND</b>		
INCREASE: 5100	ESTIMATED REVENUES	\$ 69,420
	<u>REVENUE - UNDISTRIBUTED</u>	
INCREASE: 041-0003-51100-4786	CARES ACT ASSISTANCE	\$ 69,420
<b>SANITATION OPERATING FUND</b>		
DECREASE: 5100	ESTIMATED REVENUES	\$ 34,935
	<u>REVENUE - UNDISTRIBUTED</u>	
DECREASE: 300-0006-81100-4786	CARES ACT ASSISTANCE	\$ 34,935
<b>REFUSE DISPOSAL FUND</b>		
DECREASE: 5100	ESTIMATED REVENUES	\$ 6,350
	<u>REVENUE - UNDISTRIBUTED</u>	
DECREASE: 301-0006-03010-4786	CARES ACT ASSISTANCE	\$ 6,350
<b>PARKS OPERATING FUND</b>		
INCREASE: 5100	ESTIMATED REVENUES	\$ 437,820
	<u>REVENUE - UNDISTRIBUTED</u>	
INCREASE: 400-0007-071100-4786	CARES ACT ASSISTANCE	\$ 437,820
<b>WATER OPERATING FUND</b>		
DECREASE: 5100	ESTIMATED REVENUES	\$ 3
	<u>REVENUE - UNDISTRIBUTED</u>	
DECREASE: 500-0006-083100-4786	CARES ACT ASSISTANCE	\$ 3

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 50

Case # 1147

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

Item # 51

7

CASE NO. 30715

RESOLUTION NO.

ADOPTED:

Councilmember 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, Councilmember has introduced a proposed local law known as Intro. No. 51-2022, 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 July 19, 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. 51-2022, 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 # 52  
Case # 30715

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 location:

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 location:

OCEANSIDE	FAIRVIEW AVENUE (TH 228/22) North Side - NO PARKING OR STANDING 8 AM TO 1 PM SUNDAYS - starting at a point 550 feet east of the east curbline of Long Beach Road and running east for 92 feet. (TH 1/31/56)
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Section 3. This local law shall take effect immediately upon filing with the secretary of state.

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule 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 19<sup>th</sup> day of July, 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 location:

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

OCEANSIDE                      FAIRVIEW AVENUE (TH 228/22) North Side-  
NO PARKING OR STANDING 8 AM TO 1 PM  
SUNDAYS - starting at a point 550 feet  
east of the east curblin of Long Beach  
Road and running east for 92 feet.  
(TH 1/31/56)

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

Dated: June 28, 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.30716

RESOLUTION NO.

ADOPTED:

Councilmember            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, Councilmember            has introduced a proposed local law  
known as Intro. No. 52-2022, 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  
Pavillion, Hempstead Town Hall, 1 Washington Street, Hempstead, New  
York on July 19, 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. 52-2022, 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 # 53

Case # 30716

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:

EAST MEADOW

PROSPECT AVENUE (TH 243/22) West Side - NO STOPPING HERE TO CORNER - starting at the north curblineline of Fifth Street, north for a distance of 45 feet.

PROSPECT AVENUE (TH 243/22) West Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of Fifth Street, south for a distance of 40 feet.

PROSPECT AVENUE (TH 243/22) East Side - NO STOPPING HERE TO CORNER - starting At the north curblineline of Fifth Street, north for a distance of 40 feet.

PROSPECT AVENUE (TH 243/22) East Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of Fifth Street, south for a distance of 40 feet.

FIFTH STREET (TH 243/22) North Side - NO STOPPING HERE TO CORNER - starting at the west curblineline of Prospect Avenue, west for a distance of 30 feet.

FIFTH STREET (TH 243/22) South Side - NO STOPPING HERE TO CORNER - starting at the west curblineline of Prospect Avenue, west for a distance of 30 feet.

ELMONT

WARWICK ROAD (TH 233/22) West Side - NO PARKING ANYTIME EXCEPT WITH PERMIT - starting at a point 20 feet south of the south curblineline, south for a distance of 302 feet.

WARWICK ROAD (TH 233/22) West Side - NO PARKING ANYTIME EXCEPT WITH PERMIT - starting at a point 342 feet south of the south curblineline of Hempstead Turnpike, south to the north curblineline of 106<sup>th</sup> Avenue.

MEACHAM AVENUE (TH 244/22) West Side - NO STOPPING HERE TO CORNER - starting at the north curblineline of "O" Street, north for a distance of 30 feet.

MEACHAM AVENUE (TH 244/22) West Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of "O" Street, south for a distance of 25 feet.

MEACHAM AVENUE (TH 244/22) East Side - NO STOPPING HERE TO CORNER - starting at the north curblineline of "O" Street, north for a distance of 25 feet.

MEACHAM AVENUE (TH 244/22) East Side –  
NO STOPPING HERE TO CORNER – starting at the south  
curbline of “O” Street, south for a distance of 25 feet.

LAWRENCE

LAWRENCE AVENUE (TH 224/22) East Side –  
NO PARKING ANYTIME – starting at a point 198 feet south  
of the south curbline of Mott Avenue, then south for a  
distance of 42 feet.

Section 2. Section two hundred two dashes 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:

EAST MEADOW

PROSPECT AVENUE (TH 243/22) West Side –  
NO STOPPING HERE TO CORNER – starting at the north  
curbline of Fifth Street, north for a distance of 30 feet.  
(TH 534/69: 1/20/70)

PROSPECT AVENUE (TH 243/22) East Side –  
NO STOPPING HERE TO CORNER – starting at the south  
curbline of Fifth Street, south for a distance of 30 feet.  
(TH 534/69: 1/20/70)

ELMONT

WARWICK ROAD (TH 233/22) West Side –  
NO PARKING ANYTIME EXCEPT WITH PERMIT –  
starting from the south curbline of Hempstead Turnpike,  
south to the north curbline of 106th Avenue.  
(TH 561/21: 12/21/21)

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



**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule 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 19<sup>th</sup> day of July, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE and REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

**EAST MEADOW**

PROSPECT AVENUE (TH 243/22) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Fifth Street, north for a distance of 45 feet.

PROSPECT AVENUE (TH 243/22) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Fifth Street, south for a distance of 40 feet.

PROSPECT AVENUE (TH 243/22) East Side - NO STOPPING HERE TO CORNER - starting At the north curbline of Fifth Street, north for a distance of 40 feet.

PROSPECT AVENUE (TH 243/22) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Fifth Street, south for a distance of 40 feet.

FIFTH STREET (TH 243/22) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Prospect Avenue, west for a distance of 30 feet.

FIFTH STREET (TH 243/22) South Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Prospect Avenue, west for a distance of 30 feet.

**ELMONT**

WARWICK ROAD (TH 233/22) West Side - NO PARKING ANYTIME EXCEPT WITH PERMIT - starting at a point 20 feet south of the south curbline, south for a distance of 302 feet.

WARWICK ROAD (TH 233/22) West Side -  
NO PARKING ANYTIME EXCEPT WITH PERMIT -  
starting at a point 342 feet south of  
the south curbline of Hempstead  
Turnpike, south to the north curbline  
of 106<sup>th</sup> Avenue.

MEACHAM AVENUE (TH 244/22) West Side -  
NO STOPPING HERE TO CORNER - starting  
at the north curbline of "O" Street,  
north for a distance of 30 feet.

MEACHAM AVENUE (TH 244/22) West Side -  
NO STOPPING HERE TO CORNER - starting  
at the south curbline of "O" Street,  
south for a distance of 25 feet.

MEACHAM AVENUE (TH 244/22) East Side -  
NO STOPPING HERE TO CORNER - starting  
at the north curbline of "O" Street,  
north for a distance of 25 feet.

MEACHAM AVENUE (TH 244/22) East Side -  
NO STOPPING HERE TO CORNER - starting  
at the south curbline of "O" Street,  
south for a distance of 25 feet.

LAWRENCE

LAWRENCE AVENUE (TH 224/22) East Side -  
NO PARKING ANYTIME - starting at a  
point 198 feet south of the south  
curbline of Mott Avenue, then south for  
a distance of 42 feet.

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

EAST MEADOW

PROSPECT AVENUE (TH 243/22) West Side -  
NO STOPPING HERE TO CORNER - starting  
at the north curbline of Fifth Street,  
north for a distance of 30 feet.  
(TH 534/69: 1/20/70)

PROSPECT AVENUE (TH 243/22) East Side -  
NO STOPPING HERE TO CORNER - starting  
at the south curbline of Fifth Street,  
south for a distance of 30 feet.  
(TH 534/69: 1/20/70)

ELMONT

WARWICK ROAD (TH 233/22) West Side -  
NO PARKING ANYTIME EXCEPT WITH PERMIT -  
starting from the south curbline of  
Hempstead Turnpike, south to the north  
curbline of 106<sup>th</sup> Avenue.  
(TH 561/21: 12/21/21)

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

Dated: June 28, 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. 30717

RESOLUTION NO.

ADOPTED:

Councilmember \_\_\_\_\_ 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, Councilmember \_\_\_\_\_ has introduced a proposed local law known as Intro. No. 53-2022, 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 July 19, 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. 53-2022, 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:

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Case # \_\_\_\_\_

30717

Town of Hempstead

A local law to amend Section one hundred ninety seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "ARTERIAL STOPS" at various locations.

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

Section 1. Section one hundred ninety seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty two of two thousand twenty two is hereby amended by including therein "ARTERIAL STOPS" at the following location:

LEVITTOWN

GARDINERS AVENUE (TH 223/22) West  
Side – MARGINAL ROAD – STOP – All  
traffic traveling eastbound on Jeffries  
Road shall come to a full stop.

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

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule 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 19<sup>th</sup> day of July, 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 location:

LEVITTOWN    GARDINERS AVENUE (TH 223/22)      West  
Side - MARGINAL ROAD - STOP - All  
traffic traveling eastbound on Jeffries  
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: June 28, 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 19th day of July, 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:

EAST ATLANTIC BEACH

ROCHESTER AVENUE - east side, starting at a point 63 feet north of the north curbline of Beech Street, north for a distance of 15 feet.  
(TH-240/22)

ELMONT

WARWICK ROAD - west side, starting at a point 322 feet south of the south curbline of Hempstead Turnpike, south for a distance of 20 feet.  
(TH-233/22)

UNIONDALE

HEMPSTEAD BOULEVARD - south side, starting at a point 335 feet east of the east curbline of Bedford Avenue, west for a distance of 20 feet.  
(TH-242/22)

; and, BE IT FURTHER

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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 19th day of July , 2022, at 10:30 o'clock in theforenoon 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:

EAST ATLANTIC BEACH

ROCHESTER AVENUE - east side, starting at a point 63 feet north of the north curbline of Beech Street, north for a distance of 15 feet.  
(TH-240/22)

ELMONT

WARWICK ROAD - west side, starting at a point 322 feet south of the south curbline of Hempstead Turnpike, south for a distance of 20 feet.  
(TH-233/22)

UNIONDALE

HEMPSTEAD BOULEVARD - south side, Starting at a point 335 feet east of the east curbline of Bedford Avenue, west for a distance of 20 feet.  
(TH-242/22)

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

Dated: Hempstead, New York  
June 28, , 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 moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED AMENDMENTS OF PARAGRAPH A. OF SECTION 401 OF ARTICLE XXXIX OF THE BUILDING ZONE ORDINANCE, IN RELATION TO THE EDU-CULTURAL DISTRICT.

WHEREAS, the Town Board of the Town of Hempstead is empowered to amend the Building Zone Ordinance of the Town of Hempstead pursuant to Article 16 of the Town Law of the State of New York and Article XXVI of the Building Zone Ordinance of the Town of Hempstead, as amended; and

WHEREAS, it is in the public interest to consider the amendment of paragraph A. of section 401 of Article XXXIX of the Building Zone Ordinance, in relation to the Edu-Cultural District;

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 July 19, 2022 at 10:30 o'clock in the forenoon of that day at which time all persons interested shall be heard on the proposed amendment of paragraph A. of section 401 of Article XXXIX of the Building Zone Ordinance, in relation to the Edu-Cultural District, such that it shall state as follows:

Article XXXIX Religious Uses and Educational Uses

\* \* \*

§ 401 Prohibitions.

A. No religious use or educational use may be established or expanded in any use district of the Town, except for Article XI E Edu-Cultural Districts (E), unless and until a special exception permit has been granted to authorize same, as provided in this article. The provisions of this article shall not apply to Article XI E Edu-Cultural Districts (E).

\* \* \*

; and,

BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is directed to publish notice thereof once at least ten (10) days prior to the date set for the public

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Case # \_\_\_\_\_ 28682

hearing and give written notice to people entitled thereto according to law.

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on July 19, 2022 at 10:30 o'clock in the forenoon of that day, to consider the proposed amendment of paragraph A. of section 401 of Article XXXIX of the Building Zone Ordinance, in relation to the Edu-Cultural District. The proposed amendment is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above-designated.

Dated: Hempstead, New York

June 28, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN, JR.  
Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED AMENDMENTS TO SECTIONS 424, 425, 426, 431.1, AND 431.2 OF ARTICLE XLII BALDWIN MIXED-USE ZONING OVERLAY DISTRICT (B-MX) OF THE BUILDING ZONE ORDINANCE.

WHEREAS, the Town Board of the Town of Hempstead is empowered to amend the Building Zone Ordinance of the Town of Hempstead pursuant to Article 16 of the Town Law of the State of New York and Article XXVI of the Building Zone Ordinance of the Town of Hempstead, as amended; and

WHEREAS, it is in the public interest to consider proposed amendments to sections 424, 425, 426, 431.1, and 431.2 of Article XLII Baldwin Mixed-Use Zoning Overlay District (B-MX) of the Building Zone Ordinance;

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 19th day of July, 2022 at 10:30 o'clock in the forenoon of that day at which time all persons interested shall be heard on the proposed amendments to sections 424, 425, 426, 431.1, and 431.2 of Article XLII Baldwin Mixed-Use Zoning Overlay District (B-MX) of the Building Zone Ordinance, such that those sections shall state as follows:

Article XLII BALDWIN MIXED-USE ZONING OVERLAY DISTRICT (B-MX)

\* \* \*

**§ 424 Definitions.**

In addition to the definitions of this Building Zone Ordinance, the following definitions are applicable to this article. In the event of conflict, the following definition shall be controlling:

**ASSISTED LIVING**

An establishment for the long-term residential care of the aged and infirm, such as congregate-care and assisted-living facilities, but not including nursing homes, convalescent homes or substance abuse treatment centers.

**DESIGN REVIEW BOARD**

A five-member board appointed by the Town Board that shall review and make recommendations to the Town Board on applications for new development, redevelopment, and building expansions which result in a ten-percent or greater increase in the building's floor area in the B-MX District that shall be comprised of: 2 employees from the Building Department that are familiar with the Town's site plan review process, one of which

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shall be an architect; an employee from the Engineering Department; an employee from the Highway Department; and one at-large member selected by the Town Board.

**INCENTIVE BONUSES**

Adjustments to the floor area ratios and parking requirements of the provisions of the Town of Hempstead zoning and land use laws for a specific purpose, that is beneficial to the community, when authorized by the Town Board.

**INCENTIVE ZONING**

The system by which specific incentives or bonuses are granted to applicants pursuant to this subsection on condition that specific physical, social, or cultural benefits or amenities would inure to the benefit of the community.

**MIXED-USE BUILDING**

A building with more than one type of land use (e.g., residential and commercial).

\* \* \*

**§ 425 General provisions.**

A. Interpretation; conflicts with other provisions.

- (1) In interpreting and applying the provisions of this article, the rules of interpretation applicable to remedial legislation shall be used so that the spirit and intent of this article shall be observed.
- (2) In the event of a conflict between the provisions of this article and other provisions of this Building Zone Ordinance or the Town of Hempstead Code, the provisions of this article shall control.

B. Severability. If any clause, sentence, section, paragraph or provisions of this article shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this article but shall be confined in its operation to the clause, sentence, section, paragraph or provision directly involved in the controversy in which such judgment shall have been rendered.

\* \* \*

**§ 426 Applicability; design review; subdistricts.**

In the B-MX District, the following regulations shall apply:

A. The area within Baldwin designated B-MX is largely developed. As a result, the B-MX District has been designed as an overlay district, with the zoning regulations and design guidelines described herein, applicable to new development, redevelopment, and building expansions which result in a 10%

or greater increase in the building's floor area. For existing uses and rehabilitations and expansions less than 10% of the gross floor area, existing zoning regulations shall still apply, and the design guidelines shall not apply.

- B. Design guidelines have been established for the B-MX Overlay District in order to create a high-quality, pedestrian-friendly environment. The principles described in the Baldwin Mixed-Use Design Guidelines are not mandatory development standards. However, all projects shall incorporate and demonstrate how these design principles meet the purpose and intent of the guidelines. In reviewing applications, the Design Review Board shall follow the criteria of the Baldwin Mixed-Use Design Guidelines and B-MX Overlay District Design Guidelines Checklist contained as an appendix to the Building Zone Ordinance.
- C. For purposes of this article, the B-MX District shall be divided into three subdistricts as indicated on the Zoning Map described in § 431 of this article. These subdistricts include:
  - (1) Baldwin - Mixed-Use, Transit-Oriented Development (B-MX, TOD).
  - (2) Baldwin - Mixed-Use, Merrick Road Gateway (B-MX, MRG).
  - (3) Baldwin - Mixed-Use, Commercial Transition (B-MX, CT).

\* \* \*

**§ 431.1 Development bonus provisions.**

- A. Intent. The Town Board, including but not limited to a recommendation by the Design Review Board, is empowered to provide for a system of zoning incentives, as described, but not limited to, below, as it deems necessary and appropriate for the benefit of the community, consistent with the purposes and conditions set forth in this article.
- B. Eligible community benefits or amenities.
  - (1) Provision, renovation or rehabilitation of a community benefit or amenity. Open space, parks, or other specific physical, social or cultural amenities, or cash or payment in lieu thereof, as authorized by the Town Board, which provide a benefit to the residents of the community.
  - (2) Brownfield or derelict property remediation and restoration. Applicants may apply for a development bonus in exchange for providing brownfield or derelict property remediation and restoration on lots proposed for development within the B-MX Overlay District, to prepare the property(ies) for either dedication for public use for redevelopment by a public or private owner. The Building Department shall provide a list of preferred properties for rehabilitation or restoration.

(3) Contribution to community benefit non-site-related infrastructure improvements. Non-site-related improvements are considered significant improvements that are not directly needed, required or related to the subject site development or mitigation of impacts therefrom, but will be able to be utilized by the proposed project's residents or will indirectly improve the project or its site. Infrastructure improvements may include, but are not limited to, significant provisions, renovations, creation, installation and/or rehabilitation of public solid waste and recycling receptacles, traffic calming measures, bicycle accommodations, public seating, wider than required sidewalks, specialty pavers or utility covers as part of district "branding," repaving of a street(s), intersection upgrades (including streetlights and crosswalks), public plazas, bus shelters and/or LIRR Baldwin station area enhancements, storm or sanitary sewer improvements, or cash or payment in lieu thereof. The Design Review Board and/or the Town Building Department may provide recommendations to the Town Board.

C. FAR development bonus. This provision allows for the awarding of zoning incentives in the form of floor area ratio (FAR) development bonuses of up to 0.5 in each of the B-MX subdistricts to those applicants who, in exchange, provide one or more of the following (but not limited to): to eligible community benefits or amenities outlined in § 431.1B, parking for the public (not including that parking specifically required to support the proposed development), community amenities or development actions above and beyond those that are directly or indirectly necessitated by the project itself, or cash or payment in lieu of, provided that the Town Board finds that the amenity is proportional to such development bonus. Applicants would be required to prepare a traffic study in accordance with the conditions and criteria set forth in the findings statement adopted by the Town Board in order to seek FAR development incentives.

D. Adjustments to parking requirements. This provision allows for the awarding of zoning incentives in the form of adjustments to parking requirements. The Town Board is empowered to provide the following adjustments to the parking requirements within the B-MX District to those applicants who, in exchange, provide one or more of the following (but not limited to): to eligible community benefits or amenities outlined in § 431.1B, parking for the public (not including that parking specifically required to support the proposed development), community amenities or development actions above and beyond those that are directly or indirectly necessitated by the project itself, or cash or payment in lieu of, provided that the Town Board finds that the amenity is proportional to such development bonus. Applicants seeking off-street parking requirement incentives would be required to prepare a parking study in accordance with the conditions and criteria set forth in the findings statement adopted by the Town Board.



Use	B-MX, TOD	B-MX, MRG and B-MX, CT
Retail/commercial	1 space per 340 square feet	1 space per 340 square feet
Multifamily apartment: studios	0.70 space per unit	0.80 space per unit
Multifamily apartment: 1-bedroom units	0.70 space per unit	0.80 space per unit
Multifamily apartment: 2-bedroom units	1.25 spaces per unit	1.5 spaces per unit
Multifamily apartment: 3-bedroom units	1.75 spaces per unit	2 spaces per unit
Assisted living	0.5 space per bed	0.5 space per bed
Graduate student housing	0.70 space per bed	0.70 space per bed
All other permitted uses	Shall comply with the parking requirements outlined in § 319D of the Town's zoning code	

E. Criteria for approval, methods required for determining the adequacy of community amenities. To evaluate the adequacy of the proposed benefits to be accepted in exchange for the requested incentives, the following information shall be provided by the applicant with its application for development incentive bonus approval:

- (1) A description of the proposed amenities outlining the benefits that will accrue to the community;
- (2) The economic value of the proposed amenities to the Town as compared with the economic value of the proposed incentives to the applicant;
- (3) Demonstration that there are adequate sewer, water, energy, transportation and parking, fire-protection facilities serving or proximate to the proposed development to handle the additional demands the incentive and amenity may place on such facilities beyond the demand that would otherwise occur with as-of-right development; and
- (4) An explanation as to the way in which the amenity will implement physical, social or cultural goals as set forth in this article.

\* \* \*

#### § 431.2 Administration and procedure.

The review and approval process for new development, redevelopment, and building expansions which result in a ten-percent or greater increase in the building's floor area in the B-MX District shall be as follows:

- A. A building permit application shall be submitted to the Building Department on forms provided by the Building Department along with the documentation required by section 86-9 of the Town of Hempstead Code and a completed Full

Environmental Assessment Form.

- (1) Within twenty (20) business days from the date of receipt, the Building Department shall notify the applicant in writing as to whether the application is complete, and whether or not the application complies with the zoning code.
- (2) Once an application is deemed complete it shall be referred to the Design Review Board.
- (3) For the purposes of this section, an application that seeks a density bonus as provided for in section 431.1 of this Article, or variances, but is otherwise complete, shall be referred to the Design Review Board.
- (4) Any entity that is directly impacted by an application in the Baldwin Mixed-Use Zoning Overlay District (B-MX) may file a request with the Buildings Department to be notified by the Buildings Department of any building permit application in the B-MX district, and the Buildings Department shall notify such directly impacted entity within ten (10) days of an application's filing.

B. The Design Review Board.

- (1) The Design Review Board shall meet with the Applicant to review the proposed development within 10 days of receipt of the Application from the Building Department.
- (2) The Design Review Board shall issue a written report to the Town Board making recommendations regarding the proposed development within 30 days of meeting with the Applicant.
- (3) The Design Review Board, in examining applications and making recommendations to approve, deny or recommend alternatives relative to the application, is to consider the various aspects of design, with special emphasis on these objectives:
  - (a) the Design Review Board shall substantially follow the criteria of the Baldwin Mixed-Use Zoning Overlay District (B-MX) Design Guidelines and B-MX Overlay District Design Guidelines Checklist contained as an appendix to the Building Zone Ordinance;
  - (b) To ascertain that architectural treatments have been designed so as to relate harmoniously to significant existing buildings that have a visual relationship to the proposed development;
  - (c) To ensure proper ingress and egress to the site; and
  - (d) To coordinate compliance with other municipal ordinances that affect visual impacts.

- (4) The Design Review Board shall issue a written report to the Town Board making recommendations regarding the proposed development within 30 days of meeting with the applicant.
- (5) The requirement to issue a written recommendation within 30 days to the Town Board may be extended upon the request or consent of the Applicant.

C. Review by Town Board.

- (1) The Town Board shall conduct a coordinated review and assume lead agency, where required, for any application for new development, redevelopment, and building expansions which result in a ten-percent or greater increase in the building's floor area in the B-MX District.
  - a. At the first Town Board meeting following receipt of the written report from the Design Review Board, the Town Board shall retain a consultant, at the applicant's expense, to conduct a SEQRA review. If the written report from the Design Review Board is received less than 10 days before the first Town Board meeting following receipt of the report, then the Town Board shall retain a consultant by the second meeting following receipt of the report.
    - i. The applicant shall deposit with the Town Comptroller escrow funds sufficient to reimburse the Town for all reasonable costs of the Town's consultant in providing expert evaluation and consultation in connection with the review of any application. The initial deposit shall be \$5,000. No review by the consultant shall begin until the placement of the deposit with the Town Comptroller.
    - ii. The Town Comptroller will maintain a separate escrow account for all such funds. The Town's consultant shall invoice the Town Board for the services provided by the consultant related to the application. If at any time during the process this escrow account has a balance less than \$2,500, the applicant shall immediately, upon notification by the Town or consultant, replenish said escrow account so that it has a balance of at least \$5,000. Such additional escrow funds shall be deposited with the Town before any further action or consideration is taken on the application.
    - iii. In the event that the amount held in escrow by the Town is more than the amount of the actual invoicing at the conclusion of the project, the remaining balance shall, upon request of the

applicant, be promptly refunded to the applicant. When notified by the Town that additional escrow is required, the applicant may request copies of invoices paid to consultants. If the applicant finds errors in those invoices, the applicant may ask the Town to audit those specific items for reasonableness, and may request relief therefrom.

- iv. Within 10 days of being retained, the consultant shall prepare a written report to the Town Board recommending how the proposed action should be classified pursuant to 6 NYCRR Part 617;
- v. The Town Board shall adopt a resolution classifying the proposed action as either a Type I, Type II or Unlisted Action, and, if appropriate pursuant 6 NYCRR Part 617, declare lead agency, at the first Town Board meeting following receipt of the SEQRA consultant's recommendation, if however the consultant's report is received less than 10 days before the next Town Board meeting the Town Board shall adopt a resolution by the second Town Board meeting following receipt of the consultant's recommendation;
- vi. Within 20 days of being retained, the consultant shall submit a written report to the Town Board recommending a determination of significance for the proposed project. The 20-day requirement may be extended upon the request of the applicant in order to provide further or other information to the SEQRA consultant or to make amendments to the proposed action.
- vii. The Town Board shall adopt a resolution making a significance determination at the first Town Board meeting following receipt of the written report from the SEQRA consultant, if however the consultant's report is received less than 10 days before the next Town Board meeting the Town Board shall adopt a resolution by the second Town Board meeting following receipt of the consultant's recommendation.
  - (a) If the Town Board adopts a negative declaration, the Town Board shall proceed with consideration of the Application as set forth below;
  - (b) If the Town Board adopts a positive declaration the Town Board shall proceed as follows:
    - (1) The Applicant shall submit to the Town Board a draft scope of the Environmental Impact.

Statement within 30 days of the Town Board's adoption of the positive declaration;

- (2) The Town Board, as lead agency shall cause the draft scope to be distributed to all involved agencies within 10 days of receipt;
- (3) The Town Board shall have a public hearing to review the draft scope with 30 days of receipt from the applicant;
- (4) The Town Board shall adopt a final scope within 60 days of the applicant filing the draft scope;
- (5) The applicant shall prepare a Draft Environmental Impact Statement for consideration by the Town Board following the adoption of the final scope;
- (6) The Town Board shall make a determination as to the completeness and adequacy of the Draft Environmental Impact Statement within 45 days of the Draft Environmental Impact Statement being submitted by the applicant.
  - (a) When issuing a determination that the Draft Environmental Impact Statement is complete and adequate for public review the Town Board shall simultaneously make a determination as to whether a public hearing to accept public comment shall be held on the Draft Environmental Impact Statement;
  - (b) If the Town Board determines that a public hearing should be held, the public hearing must be held within 30 days;
- (7) After the Public Comment period, the Applicant shall prepare the Final Draft Environmental Impact Statement.
- (8) The Town Board shall adopt a findings and determination on the Final Draft Environmental Impact Statement within 30 days of the filing of the Final Draft Environmental Impact Statement by the applicant.
- (9) The timeframes outlined above may be extended by mutual consent of the Town Board and the applicant.

- (2) The Town Board shall hold a public hearing on the Application within 30 days of the completion of the SEQRA process.
- a. The Town Board shall render a decision on the Application within 60 days of the close of the public hearing.
  - b. The Town Board, in approving an application, may approve density bonuses and variances requested by the applicant.
  - c. In the event that the Town Board approves said application, it may attach certain conditions to said approval, which conditions shall become an integral part thereof. The Town Board may impose safeguards and conditions as it may deem appropriate, necessary or desirable to promote the spirit and objectives of this section, including but not limited to restrictive covenants pertaining to any area within the district that is the subject of an application.
  - d. If the Town Board approves an application, the application shall then be circulated to State, County, and Town departments for approvals. Once all state, county, and Town approvals are obtained, the Building Department will issue a building permit.

\* \* \*

; and,

BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is directed to publish notice thereof once at least ten (10) days prior to the date set for the public hearing and give written notice to people entitled thereto according to law.

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the day of July 19<sup>th</sup> 2022 at 10:30 o'clock in the forenoon of that day, to consider the proposed amendments to sections 424, 425, 426, 431.1, and 431.2 of Article XLII Baldwin Mixed-Use Zoning Overlay District (B-MX) of the Building Zone Ordinance. The proposed amendments are on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above-designated.

Dated: Hempstead, New York

June 28, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN, JR.  
Supervisor

CASE NO.

RESOLUTION NO.

Council  
moved its adoption:

offered the following resolution and

RESOLUTION CALLING A PUBLIC HEARING TO REVIEW  
THE RECOMMENDATION OF THE TOWN OF HEMPSTEAD  
LANDMARKS PRESERVATION COMMISSION THAT THE  
MERRICK GABLE HOME, 45 FOX BOULEVARD MERRICK,  
NY, A/K/A SEC. 56 BLOCK 185 LOT 190 BE DESIGNATED  
AS A HISTORICAL LANDMARK.

WHEREAS, the Landmarks Preservation Commission of the Town of Hempstead has recommended that the Merrick Gable Home Sec 56 Block 185 lot 190 Merrick, New York be designated as an Historic Landmark: and

WHEREAS, it is in the public interest to consider the recommendation of the Landmarks Preservation commission regarding the Merrick Gable Home, Merrick, New York.

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held on the 19th

day of July 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, Hempstead New York, to consider the recommendation of the Town of Hempstead Landmarks Preservation commission that the Merrick Gable Home, Sec. 56 Block 185 Lot 190, Merrick, New York, on the Land and Tax map of Nassau County, as delineated by the decision and recommendation of the Landmarks Preservation Commission, be designated as an Historical Landmark; and, be to and BE IT FURTHER

RESOLVED, that the Town Clerk be is hereby directed to publish notice thereof, once, at least fourteen (14) days prior to the date set for the hearing, and give written notice, by certified mail return receipt requested, to the owner of the proposed site and to those people entitled thereto according to law, not less than ten (10) days prior to the date set for the hearing

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

AYES:

NOES:

Item # 58

# 22572



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead on 19<sup>th</sup> day of July at 10:30' clock in the forenoon of the day, in Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York for the purpose of considering the recommendation of the Town of Hempstead Landmarks Preservation commission that the Merrick Gable Home, Sec, 56 Block 185 Lot 190 45 Fox Boulevard Merrick, New York on the Land and Tax map of Nassau County and be designated as an Historical Landmark.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF HEMPSTEAD

Donald X. Clavin, Jr.  
Supervisor

Kate Murray  
Town Clerk

Dated: June 28, 2022  
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

Council  
moved its adoption:

offered the following resolution and

RESOLUTION CALLING A PUBLIC HEARING TO REVIEW  
THE RECOMMENDATION OF THE TOWN OF HEMPSTEAD  
LANDMARKS PRESERVATION COMMISSION THAT THE  
ROCK HALL MUSEUM, 199 BROADWAY LAWRENCE, NY,  
A/K/A SEC. 40 BLOCK 190 LOT 00560 BE DESIGNATED AS  
A HISTIORICAL LANDMARK.

WHEREAS, the Landmarks Preservation Commission of the Town of Hempstead has recommended that the Rock Hall Museum Sec 40 Block 190 lot 00560 Lawrence, New York be designated as an Historic Landmark: and

WHEREAS, it is in the public interest to consider the recommendation of the Landmarks Preservation commission regarding the Rock Hall Museum, Lawrence, New York.

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held on the 19th

day of July 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, Hempstead New York, to consider the recommendation of the Town of Hempstead Landmarks Preservation commission that the Rock Hall Museum, Sec. 40 Block 190 Lot 00560, Lawrence, New York, on the Land and Tax map of Nassau County, as delineated by the decision and recommendation of the Landmarks Preservation Commission, be designated as an Historical Landmark; and, be to and BE IT FURTHER

RESOLVED, that the Town Clerk be is hereby directed to publish notice thereof, once, at least fourteen (14) days prior to the date set for the hearing, and give written notice, by certified mail return receipt requested, to the owner of the proposed site and to those people entitled thereto according to law, not less than ten (10) days prior to the date set for the hearing

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

AYES:

NOES:

Item # 59  
Case # 22572

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead on 19th day of July at 10:30' clock in the forenoon of the day, in Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York for the purpose of considering the recommendation of the Town of Hempstead Landmarks Preservation commission that the Rock Hall Museum, Sec 40 Block 190 Lot 56 199 Broadway Lawrence, New York on the Land and Tax map of Nassau County and be designated as an Historical Landmark.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF HEMPSTEAD

Donald X. Clavin Jr.  
Supervisor

Kate Murray  
Town Clerk

Dated: June 28, 2022  
Hempstead, N.Y.

Case No.

Resolution No.

Adopted:

Councilmember moved the following resolution's adoption:

**RESOLUTION CALLING A PUBLIC  
HEARING ON THE APPLICATION OF  
BEECHWOOD EAST MEADOW, LLC FOR  
MODIFICATION OF A CERTAIN  
DECLARATION OF COVENANTS AND  
RESTRICTIONS RELATING TO PROPERTY  
SITUATE AT EAST MEADOW IN THE  
TOWN OF HEMPSTEAD, IN THE  
UNINCORPORATED AREA OF THE TOWN  
OF HEMPSTEAD.**

**RESOLVED**, that a public hearing be held July 19, 2022 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, to consider the application of Beechwood East Meadow, LLC for modification of a certain declaration of covenants and restrictions dated September 25, 2018 and recorded at Bk-D VI-13736 Pg-975 in the Office of the County Clerk on November 28, 2018, relating to property located on the east side of Merrick Avenue, 724.50 feet north of Peters Gate, with a frontage of 550.47 feet along Merrick Avenue, in East Meadow, New York, in so far as to permit four (4) condominium units to be sold and occupied by qualified buyers that are 55 years of age or older; and be it further,

**RESOLVED**, the Town Clerk be and hereby is directed to publish notice thereof once at least ten (10) days prior to the date of hearing in Long Island Business News.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

60

Page 1 of 1

#

29938

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 July 19, 2022 in the forenoon of that day, to consider a modification of declaration of covenants and restrictions dated September 25, 2018 and recorded at Bk-D VI-13736 Pg-975 in the Office of the County Clerk on November 28, 2018, relating to property located on the east side of Merrick Avenue, 724.50 feet north of Peters Gate, with a frontage of 550.47 feet along Merrick Avenue, in East Meadow, 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  
June 28, 2022

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

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN, JR.  
Supervisor

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JARED AUE AS  
CODE ENFORCEMENT OFFICER I, IN THE  
DEPARTMENT OF BUILDINGS.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Jared Aue was appointed Code Enforcement Officer  
Trainee from the Civil Service List in the Department of Buildings on July 2, 2021, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after  
satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed  
permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that Jared Aue be and hereby is appointed as Code  
Enforcement Officer I, Competitive, Permanent, Grade 18, Step 7 (H), Salary Schedule D, \$79,643,  
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 July 2, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PETER HEGMANN AS  
CODE ENFORCEMENT OFFICER I, IN THE  
DEPARTMENT OF BUILDINGS.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Peter Hegmann was appointed Code Enforcement Officer  
Trainee from the Civil Service List in the Department of Buildings on July 2, 2021, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after  
satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed  
permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that Peter Hegmann be and hereby is appointed as Code  
Enforcement Officer I, Competitive, Permanent, Grade 18, Step 4 (E), Salary Schedule D, \$70,767,  
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 July 2, 2022.

AYES:

NOES:

6/28/2022

In addition there are (11) Eleven Resolutions for various types of Leaves of Absence.