

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 NORTHWEST CORNER OF FISHERMANS ROAD AND HARBOR STREET. SECTION 54, BLOCK 431 AND LOT(S) 43-44, AKA 709 FISHERMANS ROAD, BALDWIN, 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, located on the Northwest Corner of Fishermans Road and Harbor Street, Section 54, Block 431 and Lot (s) 43-44, A/K/A 709 Fishermans Road, Baldwin, 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:

Item #

1

File #

6542

In the Matter of Application

Of

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

Against

Gloria Geraci
511 Sunnybrook Drive
Oceanside, New York 11572

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 That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following: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 **54**, Block **498** and lot number (s) **12**, 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 **September 7, 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 NORTH SIDE OF SUNNYBROOK DRIVE, 216 FEET EAST OF WEST SUNNYBROOK DRIVE, OCEANSIDE, N.Y. 11572, A/K/A 511 SUNNYBROOK DRIVE, OCEANSIDE, 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.**

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 NORTH SIDE OF SUNNYBROOK DRIVE, 216 FEET EAST OF WEST SUNNYBROOK DRIVE. SECTION 54, BLOCK 498 AND LOT(S) 12, AKA 511 SUNNYBROOK DRIVE, OCEANSIDE, 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 North side of Sunnybrook Drive, 216 feet East of West Sunnybrook Drive, Section 54, Block 498 and Lot (s) 12, A/K/A 511 Sunnybrook Drive, Oceanside, 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:

Item #

2

Case #

0542

In the Matter of Application

Of

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

Against

Harry E. Wade, Jr.
12 Hempstead Avenue
Rockville Centre, New York 11570

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 54, Block 431 and lot number (s) 43-44, 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 **September 7, 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 NORTHWEST CORNER OF FISHERMANS ROAD AND HARBOR STREET, BALDWIN, N.Y. 11510, A/K/A 709 FISHERMANS ROAD, BALDWIN, 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.**

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 7th day of September, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE and REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

OCEANSIDE JOHNSON PLACE (TH 295/22) North Side -
NO PARKING 7 AM TO 1 AM MONDAY-SUNDAY
EXCEPT WITH PERMIT - starting from the
east curblin e of Arthur Court, east to
a point 30 feet west of the west curblin e
of Oceanside Road.

WANTAGH WILLOW STREET (TH 296/22) East Side -
TWO HOUR PARKING 8 AM TO 5 PM EXCEPT
SATURDAY, SUNDAY & HOLIDAYS - starting
at a point 392 feet south of the south
curblin e of Walters Avenue, then south
for a distance of 35 feet.

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

OCEANSIDE JOHNSON PLACE (TH 295/22) North Side -
NO PARKING 7 AM TO 1 AM MONDAY-SUNDAY
EXCEPT WITH PERMIT - starting from east
curblin e of Arthur Court, east to a
point 102 feet west of the west
curblin e of Oceanside Road.
(TH 582/21: 1/11/22)

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

Dated: August 2, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Item # 3

Case # 30730

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:

OCEANSIDE JOHNSON PLACE (TH 295/22) North Side - NO PARKING 7 AM TO 1 AM MONDAY-SUNDAY EXCEPT WITH PERMIT - starting from the east curbline of Arthur Court, east to a point 30 feet west of the west curbline of Oceanside Road.

WANTAGH WILLOW STREET (TH 296/22) East Side - TWO HOUR PARKING 8 AM TO 5 PM EXCEPT SATURDAY, SUNDAY & HOLIDAYS - starting at a point 392 feet south of the south curbline of Walters Avenue, then south for a distance of 35 feet.

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

OCEANSIDE JOHNSON PLACE (TH 295/22) North Side - NO PARKING 7 AM TO 1 AM MONDAY-SUNDAY EXCEPT WITH PERMIT - starting from east curbline of Arthur Court, east to a point 102 feet west of the west curbline of Oceanside Road. (TH 582/21: 1/11/22)

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 7th day of September, 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:

- (NR) LAWRENCE CARYL COURT (TH 309/22) West Side -
NO PARKING ANYTIME - starting at the
north curbline of Mott Avenue, north
for a distance of 60 feet.
- MOTT AVENUE (TH 309/22) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curbline of Caryl Court
west for a distance of 50 feet.
- MERRICK MERRICK AVENUE (TH 291/22) East Side -
NO STOPPING ANYTIME - starting at a
point 30 feet north of the north
curbline of Ripley Lane north for a
distance of 228 feet.
- OCEANSIDE HARVEY AVENUE (TH 317/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the southcurbline of Oakview Avenue
south for a distance of 30 feet.
- (NR) ROCKVILLE PERSHING BOULEVARD (TH 302/22) South
CENTRE Side - NO STOPPING HERE TO CORNER -
starting at the E/C/L of Woodfield
Road, east for a distance of 25 feet.
- PERSHING BOULEVARD (TH 302/22) North
Side - NO STOPPING HERE TO CORNER -
starting at the E/C/L of Woodfield
Road, east for a distance of 40 feet.
- WOODFIELD ROAD (TH 302/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the S/C/L of Pershing Boulevard,
south for a distance of 40 feet.

Item # 4
Case # 30731

LAFAYETTE AVENUE (TH 302/22) North Side - NO STOPPING HERE TO CORNER - starting at the E/C/L of Langdon Boulevard, east for a distance of 50 feet.

LAFAYETTE AVENUE (TH 302/22) South Side - NO STOPPING HERE TO CORNER - starting at the E/C/L of Langdon Boulevard, east for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the N/C/L of Pershing Boulevard, north for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the N/C/L of Pershing Boulevard, north for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Pershing Boulevard, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Pershing Boulevard, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Coolidge Avenue, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Coolidge Avenue, south for a distance of 30 feet.

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

MERRICK MERRICK AVENUE (TH 291/22) East Side -
NO PARKING ANYTIME - starting at a
point 30 feet north of the north
curbline of Ripley Lane north for a
distance of 155 feet.
(TH 196/96: 11/19/96)

MERRICK AVENUE (TH 291/22) East Side -
NO STOPPING ANYTIME - starting at a
point 185 feet north of the north
curbline of Ripley Lane north for a
distance of 75 feet.
(TH 128/75: 4/15/75)

OCEANSIDE JOHNSON PLACE (TH 295/22) North Side -
NO PARKING ANYTIME - starting at a
point 30 feet west of the west curbline
of Oceanside Road, west for a distance
of 72 feet.
(TH 403/20: 2/23/22)

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

Dated: August 2, 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:

(NR) LAWRENCE

CARYL COURT (TH 309/22) West Side - NO PARKING ANYTIME - starting at the north curbline of Mott Avenue, north for a distance of 60 feet.

MOTT AVENUE (TH 309/22) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Caryl Court west for a distance of 50 feet.

MERRICK

MERRICK AVENUE (TH 291/22) East Side - NO STOPPING ANYTIME - starting at a point 30 feet north of the north curbline of Ripley Lane north for a distance of 228 feet.

OCEANSIDE

HARVEY AVENUE (TH 317/22) West Side - NO STOPPING HERE TO CORNER - starting at the southcurbline of Oakview Avenue south for a distance of 30 feet.

(NR) ROCKVILLE CENTRE

PERSHING BOULEVARD (TH 302/22) South Side - NO STOPPING HERE TO CORNER - starting at the E/C/L of Woodfield Road, east for a distance of 25 feet.

PERSHING BOULEVARD (TH 302/22) North Side - NO STOPPING HERE TO CORNER - starting at the E/C/L of Woodfield Road, east for a distance of 40 feet.

WOODFIELD ROAD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Pershing Boulevard, south for a distance of 40 feet.

LAFAYETTE AVENUE (TH 302/22) North Side - NO STOPPING HERE TO CORNER - starting at the E/C/L of Langdon Boulevard, east for a distance of 50 feet.

LAFAYETTE AVENUE (TH 302/22) South Side - NO STOPPING HERE TO CORENER - starting at the E/C/L of Langdon Boulevard, east for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the N/C/L of Pershing Boulevard, north for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the N/C/L of Pershing Boulevard, north for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Pershing Boulevard, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Pershing Boulevard, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Coolidge Avenue, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Coolidge Avenue, south for a distance of 30 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:

MERRICK

MERRICK AVENUE (TH 291/22) East Side - NO PARKING ANYTIME - starting at a point 30 feet north of the north curblineline of Ripley Lane north for a distance of 155 feet.
(TH 196/96: 11/19/96)

MERRICK AVENUE (TH 291/22) East Side - NO STOPPING ANYTIME - starting at a point 185 feet north of the north curblineline of Ripley Lane north for a distance of 75 feet.
(TH 128/75: 4/15/75)

OCEANSIDE

JOHNSON PLACE (TH 295/22) North Side - NO PARKING ANYTIME - starting at a point 30 feet west of the west curblineline of Oceanside Road, west for a distance of 72 feet.
(TH 403/20: 2/23/22)

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 7th day of September, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

MERRICK WOODBINE AVENUE (TH 257/22)- STOP - All traffic traveling southbound on Hewlett Avenue shall come to a full stop.

 WOODBINE AVENUE (TH 257/22)- STOP - All traffic traveling northbound on Hewlett Avenue shall come to a full stop.

 HEWLETT AVENUE (TH 294-22) - STOP - All traffic traveling eastbound on Sans Avenue shall come to a full stop.

 HEWLETT AVENUE (TH 294/22) - STOP - All traffic traveling eastbound on Bliss Place shall come to a full stop.

 HEWLETT AVENUE (TH 294/22) - STOP - All traffic traveling eastbound on Lawry Lane shall come to a full stop.

WEST HEMPSTEAD GUILDFORD COURT (TH 308/22)- STOP - All traffic traveling north west on Roy Street 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: August 2, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Item # 5

Case # 30732

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:

MERRICK

WOODBINE AVENUE (TH 257/22)- STOP - All traffic traveling southbound on Hewlett Avenue shall come to a full stop.

WOODBINE AVENUE (TH 257/22)- STOP - All traffic traveling northbound on Hewlett Avenue shall come to a full stop.

HEWLETT AVENUE (TH 294-22) - STOP - All traffic traveling eastbound on Sans Avenue shall come to a full stop.

HEWLETT AVENUE (TH 294/22) - STOP - All traffic traveling eastbound on Bliss Place shall come to a full stop.

HEWLETT AVENUE (TH 294/22) - STOP - All traffic traveling eastbound on Lawry Lane shall come to a full stop.

WEST HEMPSTEAD

GUILDFORD COURT (TH 308/22)- STOP - All traffic traveling north west on Roy Street 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 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 7th day of September 2022, at 10:30 o'clock in the forenoon of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

ELMONT

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)

MARGUERITE AVENUE - east side, starting at a point 227 feet south of the south curbline of Chelsea Street, south for a distance of 19 feet.
(TH-298/22)

PARKWAY DRIVE - east side, starting at a point 147 feet north of the north curbline of Baylis Avenue, north for a distance of 20 feet.
(TH-300/22)

UNIONDALE

HEMPSTEAD BOULEVARD - south side, starting at a point 335 feet east of the east curbline of Bedford Avenue, east for a distance of 20 feet.
(TH-242/22)

SALEM ROAD - north side, starting at a point 175 feet west of the west curbline of Emerson Place, west for a distance of 20 feet.
(TH-314/22)

Item # 6

Case # 21527

MARVIN AVENUE - west side, starting
at a point 81 feet north of the north
curbline of Merillon Street, north for a
distance of 20 feet.
(TH-318/22)

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

Dated: Hempstead, New York
August 2, 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 a public hearing will be held by the Town Board of the Town of Hempstead on 7th day of September at 10:30 o'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 191 Lot 136 65 Henry Street 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: August 2, 2022
Hempstead, N.Y.

Item #

7

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 7th day of September at 10:30 o'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 195 Lot 814 127 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: August 2, 2022
Hempstead, N.Y.

Item #

8

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 7TH day of September at 10:30 o'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 Jackson House II, Sec,57 Block 014 Lot 02550 1419 Wantagh Avenue Wantagh, 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: August 2, 2022
Hempstead, N.Y.

Item #

9

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, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on September 7, 2022 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of 2798 MERRICK, LLC. To include the property in the GSS District to modify an existing GSS and improve the property by repositioning the six (6) gas dispensing pumps, adding a 77.6' x 24' pump island canopy (1,860') converting a portion of the existing building into a 742' convenience store and three(3) bay vehicle service station, adding signage, landscaping, paving and associated site improvements at the premises in Bellmore, New York:

An parcel of land located on the s/w/c of Merrick Road and Bellmore Avenue w/frontage of approx. 111.91' on Merrick Road and frontage of approx. 76.96' on Bellmore Avenue situated in Bellmore, New York, 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: August 2, 2022
Hempstead, N.Y.

Item #

10

Case #

30638

CASE NO.

RESOLUTION NO.:

Adopted:

Council
moved for its adoption:

offered the following resolution and

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

WHEREAS, the applicant, Board of Trustees of the Oceanside Library, have submitted to the Town of Hempstead an application for site plan approval for parcels of land located at 30 Davison Avenue, 26 Davison Avenue and 21 Fairview Avenue, Oceanside, New York; and

WHEREAS, the purpose of the proposed site plan approval is to allow for the expansion of the existing library building and an increase in the number of on-site parking stalls for library patrons. The existing library would be expanded by the removal of a one-story portion of the existing one and two-story building and the construction of a two-story addition in its place with the same footprint as the existing one-story portion of the building, providing an addition 13,499 of floor area; and

WHEREAS, increased on-site parking would be accomplished by demolishing existing buildings on 26 Davison Avenue and 21 Fairview Avenue which abut the library property and paving the area to provide 25 additional parking stalls including 5 handicap stalls; 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.

Item #

Case #

11
30739

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 site plan approval for said parcel of land located in Oceanside, New York; and BE IT FURTHER

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

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DISPOSAL OF OBSOLETE
VEHICLES AND EQUIPMENT FROM THE DEPARTMENT OF
SANITATION

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

VEHICLE #	YEAR	MAKE	MODEL	SERIAL NUMBER
102	2007	JEEP	LIBERTY	1J4GL48K87W696658
302	2003	JEEP	LIBERTY	1J4GL48K63W652135
308	2009	FORD	F150	1FTRF12W69KA89118
315	2009	FORD	F150	1FTRF12W49KA89120
318	2003	FORD	F250	1FTNF21L73EA10153
319	2003	FORD	F250	1FTNF21L33EA10151
323	2003	FORD	F250	1FTNF21L13EA35906
402	2003	FREIGHTLINER	F80	1FVHBXCS53HL76870
410	2008	MACK	LEU	1M2AV0408M001195
419	2003	FREIGHTLINER	F80	1FVHBXCS53HL76867
433	2008	FREIGHTLINER	M2106	1FVHCYDJ48HZ74609
605	2003	FORD	F250	1FTNF21L43EA10160
951	2003	JEEP	LIBERTY	1J4GL48K83W652136

; and

WHEREAS, the storage of this equipment has become burdensome to the inventory systems and space available for storage; and

WHEREAS, the Department of Sanitation finds that these obsolete vehicles and equipment are most appropriately sold, at auction; and

WHEREAS, any equipment that cannot be sold shall be disposed of as scrap to Gershow Recycling, 71 Peconic Avenue, Medford, N.Y., pursuant to Contract #39A-2021 Yearly Requirements: Sale of Scrap Metal;

NOW THEREFORE BE IT

RESOLVED, that certain inventory, as delineated above, is hereby declared as obsolete; and

BE IT FURTHER

RESOLVED, that monies received from the sale of said obsolete equipment be deposited by Comptroller into the appropriate account.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item #

12

Case #

10299

CASE NO.

RESOLUTION NO.

Adopted

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO MASJID AL-RASHEED, INC., BALDWIN, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-10, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING A COMMUNITY BREAKFAST ON JULY 23, 2022.

WHEREAS, the Masjid Al-rasheed, Inc., 1850 Grand Avenue, Baldwin, New York 11510 c/o Jamel Ahmed had requested permission to use Town of Hempstead Parking Field BA-10, Baldwin, New York for the purpose of holding a Community Breakfast on July 23, 2022 (the "Breakfast"); 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 Masjid Al-rasheed, Inc. , 1850 Grand Avenue, Baldwin, New York 11510 c/o Jamel Ahmed to use Town of Hempstead Parking Field BA-10, Baldwin, New York for the purpose of holding the Breakfast on July 23, 2022 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

Item # 13

Case # 20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO KICK'N IT FOR A CAUSE, ELMONT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD E-6, ELMONT, NEW YORK FOR THE PURPOSE OF HOLDING A CRAFT FAIR JULY 16, 2022.

WHEREAS, Kick'n It For A Cause, 318 Doherty Avenue, Elmont, New York 11003 Attention: Chris Strachan, had requested to use Town of Hempstead Parking Field E-6, Elmont, New York for the purpose of holding a Craft Fair July 16, 2022; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to Kick'n It For A Cause, 318 Doherty Avenue, Elmont, New York 11003 Attention: Chris Strachan to use Town of Hempstead Parking Field E-6, Elmont, New York for the purpose of holding the Craft Fair on July 16, 2022 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE PLENITUD DE VIDA CHRISTIAN CENTER, ELMONT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD E-1, ELMONT, NEW YORK FOR THE PURPOSE OF HOLDING A COMMUNITY GATHERING ON AUGUST 20, 2022.

WHEREAS, the Plenitud De Vida Christian Center, c/o Julio Pichardo, Pastor, 1326 Hempstead Turnpike, Elmont, New York 11003 had requested permission to use Town of Hempstead Parking Field E-1, Elmont, New York for the purpose of holding a Community Gathering on August 20, 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 Plenitud De Vida Christian Center, c/o Julio Pichardo, Pastor, 1326 Hempstead Turnpike, Elmont, New York 11003 to use Town of Hempstead Parking Field E-1, Elmont, New York for the purpose of holding the Gathering on August 20, 2022 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

Item # 13
Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE MERRICK CHAMBER OF COMMERCE TO USE TOWN OF HEMPSTEAD PARKING FIELD M-5, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL FALL FESTIVAL OCTOBER 21, 2022 THROUGH OCTOBER 23, 2022.

WHEREAS, the Merrick Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 has requested to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding the Annual Fall Festival October 21, 2022 through October 23, 2022 (the "Festival"); and

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

NOW, THEREFORE, BE IT

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

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

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

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

Item # 13

Case # 20915

RESOLVED, that subject to the issuance of the Special Permit, amusement rides will be set up after 7:00 p.m. on October 17, 2022 and removed by 6:00 a.m. on October 24, 2022.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF
GENERAL SERVICES TO DISPOSE OF CERTAIN EQUIPMENT
NO LONGER OF USE TO THE TOWN

WHEREAS, the Commissioner of General Services has requested permission to dispose of certain equipment that is no longer of use to the Town, here-in below identified.

3M Electrocut Clear Transfer Tape 18x50 (4)
3M Electrocut Clear Transfer Tape 24x50 (16)
3M Electrocut Clear Transfer Tape 36x50 (9)
3M Diamond Grade 4081 Fluorescent Yellow 18x50 (4)
3M Diamond Grade 4081 Fluorescent Yellow 30x50 (7)
3M Diamond Grade 4081 Fluorescent Yellow 36x50 (2)
3M Diamond Grade 4090 White 24x50 (3)
3M Diamond Grade 4095 Blue 30x50 (4)
3M Engineer Grade Yellow 30inch (3)
3M Engineer Grade Yellow 36inch (3)
3M Electrocut Scotchcal 7725-10 White 15x50 (2)
3M Electrocut Scotchcal 7725-10 White 24x50 (1)
3M Electrocut Scotchcal 7725-53 Cardinal Red 15x50 (5)
3M Electrocut Scotchcal 7725-53 Cardinal Red 24x50 (11)
3M Electrocut Scotchcal 7725-53 Cardinal Red 30x50 (1)
3M Electrocut Scotchcal 7725-37 Sapphire Blue 24x50 (9)
3M Electrocut Scotchcal 7725-37 Sapphire Blue 30x50 (7)
3M Electrocut Scotchcal 7725-37 Sapphire Blue 36x50 (3)
3M Electrocut Scotchcal 7725-53 Cardinal Red 36x50 (1)
3M Electrocut Scotchcal 7725-19 Deep Mahogany 24x50 (1)
3M Electrocut Scotchcal 7725-15 Bright Yellow 24x50 (8)
3M Electrocut Scotchcal 7725-15 Bright Yellow 36x50 (3)
3M Electrocut Scotchcal 7725-186 Bright Green 15x50 (6)
3M Electrocut Scotchcal 7725-186 Bright Green 24x50 (1)
3M Electrocut Scotchcal 7725-186 Bright Green 30x50 4
3M Electrocut Scotchcal 7725-15 Sunflower 24x50 (2)
3M Electrocut Scotchcal 7725-12 Black 15x50 (8)
3M Electrocut Scotchcal 7725-12 Black 24x50 (9)
3M Electrocut Scotchcal 7725-12 Black 30x50 (8)
3M Electrocut Scotchcal 7725-12 Black 36x50 (1)
3M Scotchcal Prespace Tape 36x50 (2)
Engineer Grade Reflective 3275 24inch (1)
Diamond Grade Blue 30inch (2 opened partially used rolls)
Diamond Grade Fluorescent Yellow 36inch (3 opened partially used rolls)
3M Electrocut Film 1177C Green 36x50 (1)
Garden State Highway – 18" Round Post Cap 15pc (2)
Garden State Highway – 18" Cross Piece 7pc (40) (1 open box)
Garden State Highway – 14.5" Wing Bracket 25pc (2)
Garden State Highway – 16" Wing Bracket 25pc (6) (1 open box)
Chicken Wire
Snow Fencing
Metal Screen Printing Vices (4)

NOW, THEREFORE, BE IT

RESOLVED, By the Town Board of the Town of Hempstead, that the Commissioner of General Services is authorized to dispose of certain equipment as listed above; and

BE IT FURTHER,

RESOLVED, that said equipment be disposed of in the most advantageous manner to the Town of Hempstead; and

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15
17437

BE IT FURTHER,

RESOLVED, that monies due and owing to the Town, if any, should be deposited in the appropriate revenue account as determined by the Town Comptroller.

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 AWARDING PURCHASE CONTRACT #65-2022 FOR THE YEARLY REQUIRMENTS FOR THE TRANSFER AND/OR ACCEPTANCE OF MATTRESSES COLLECTED BY THE TOWN OF HEMPSTEAD

WHEREAS, the Division of Purchasing, on behalf of the Commissioner of Sanitation, advertised for the Yearly Requirements for the Transfer and/or Acceptance of Mattresses Collected by the Town of Hempstead; and

WHEREAS, said bids were received and opened on July 14, 2022 with the following results:

Winters Bros. Hauling of Long Island, LLC 120 Nancy Street West Babylon, New York 11704	Item 1 \$275.00 per ton Item 2 \$225.00 per ton
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Westbury Paper Stock, Corp. P.O Box 833 Westbury, New York 11590	Item 1 \$348.00 per ton Item 2 \$198.00 per ton
--	--

Renewable Recycling, Inc. 15 Main Street East Rockaway, New York 11519	Item 1 \$300.00 per ton Item 2 \$242.00 per ton
--	--

WHEREAS, for purposes of this bid the following applies:
Item 1- Removal and disposal of mattresses from the Merrick Transfer Station

Item 2- Acceptance and Disposal of mattresses delivered directly to Contractor's Facility; and

WHEREAS, the initial term of the award shall be upon award of the contract to June 30, 2023 which will constitute the initial term for purposes of the contract; and

WHEREAS, at the Town's sole option the contract may be extended for two additional years in one year increments, however, contractor must agree to said extension; and

WHEREAS, the Commissioner of Sanitation recommends that Item 1 be awarded to Winters Bros. Hauling of Long Island, LLC and Item 2 be awarded to Westbury Paper Stock Corp.; and

NOW, THEREFORE, BE IT

Item # 16

Case # 17083

RESOLVED, that Purchase Contract #65 - 2022 for the Yearly Requirements for Transfer and/or Acceptance of Mattresses Collected By the Town of Hempstead be awarded as follows: Item 1 to Winters Bros. Hauling of Long Island LLC, 120 Nancy Street, West Babylon, New York 11704 and Item 2 to Westbury Paper Stock, Corp. Renewable Recycling, Inc., P.O. Box 833, Westbury, New York 11598; and

BE IT FURTHER

RESOLVED, that all monies due and owing in connection with this contract shall be paid out of Refuse Disposal District Other Disposal Fees Account #301-0006-03010-4590.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF SANITATION TO EXECUTE A NINTH AMENDMENT TO THE SOLID WASTE SERVICE AGREEMENT BETWEEN COVANTA HEMPSTEAD COMPANY (HEREINAFTER "THE COMPANY"), THE TOWN OF HEMPSTEAD AND THE TOWN BOARD OF THE TOWN OF HEMPSTEAD ON BEHALF OF THE TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT (HEREINAFTER JOINTLY REFERRED TO AS THE "TOWN")

WHEREAS, the Town and the Company are currently parties to a Service Agreement, dated as of December 11, 2007 as amended by that certain First Amendment of the Service Agreement dated as of August 4, 2009, and as amended by a Second Amendment of the Service Agreement dated as of April 23, 2013, and as amended by a Third Amendment of the Service Agreement dated May 23, 2014, and as amended by a Fourth Amendment of the Service Agreement dated March 25, 2015 and as amended by the Fifth Amendment of the Service Agreement dated July 1, 2016 and as amended by a Sixth Amendment of the Service Agreement dated April 6, 2017, and as amended by a Seventh Amendment of the Service Agreement dated June 21, 2018 and as amended by an Eighth Amendment dated June 28, 2019, (hereinafter the "Service Agreement"), ; and

WHEREAS, pursuant to the terms of the Service Agreement, the Town is authorized to deliver for disposal in a Contract Year up to the Maximum Annual Tonnage of Acceptable Waste to the Company's mass burn resource recovery facility located at 600 Merchants Concourse, Westbury, New York; and

WHEREAS, the Service Agreement contains provisions which address the delivery of tonnages in excess of Maximum Annual Tonnage as well as the Service Fee for same; and

WHEREAS, the parties desire to relax the applicability of the Maximum Annual Tonnage and to modify the Service Fee paid by the Town for tons delivered to the Facility in excess of 420,000 tons for the contract year ending August 31, 2022; and

WHEREAS, for all tons delivered in excess of the Maximum Annual Tonnage the Town shall pay a Supplemental Waste Service Fee of \$78.50 per ton to the Company; and

WHEREAS, the Town and the Company wish to document such agreement and enter into said Ninth Amendment to the Service Agreement; and

WHEREAS, it is in the best interest of the residents of the Town to authorize the Commissioner to execute a Ninth Amendment to the Service Agreement with Covanta Hempstead Company as outlined above;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Sanitation be and hereby is authorized to execute said Ninth Amendment to the Service Agreement on behalf of the Town of Hempstead and the Town Board on behalf of the Town of Hempstead Refuse Disposal District with the Covanta Hempstead Company, a New York general partnership with offices at 600 Merchants Concourse, Westbury, New York, and

BE IT FURTHER

Item # 17

Case # 17083

RESOLVED, that all monies payable by the Town under said Service Agreement be made and paid out of Refuse Disposal District Contract Disposal Fees Account Number 301-0006-03010-4570.

The foregoing was adopted upon roll call as follows:

AYES:

NOES:

August 2, 2022

The Town of Hempstead and
The Town Board of Hempstead on behalf of
The Town of Hempstead Refuse Disposal District
c/o John Conroy
Commissioner of Sanitation
1600 Merrick Road
Merrick, NY 11566-4596

Re: Ninth Amendment to Solid Waste Service Agreement among Covanta Hempstead Company and the Town of Hempstead and the Town of Hempstead Refuse Disposal District (this "Ninth Amendment")

Ladies and Gentlemen:

We refer to the Service Agreement dated as of December 11, 2007, among Covanta Hempstead Company (the "*Company*"), a New York general partnership, and the Town of Hempstead, New York, a municipal corporation of the State of New York and the Town Board of Hempstead on behalf of the Town of Hempstead Refuse Disposal District (collectively, the "*Town*"), as amended by those certain First through Eighth Amendments to the Service Agreement, such Amendments dated as of August 4, 2009, April 23, 2013, May 23, 2014, March 25, 2015, July 1, 2016, April 6, 2017, June 21, 2018, and June 28, 2019 respectively (the "*Service Agreement*"). For purposes of this Ninth Amendment, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Service Agreement.

Subject to the terms of the Service Agreement, the Town is authorized to deliver for disposal in a Contract Year up to the Maximum Annual Tonnage of Acceptable Waste to the Company's mass burn resource recovery facility located at 600 Merchants Concourse, Westbury, New York 11590 (the "*Facility*"). The Town may also increase the Annual Tonnage pursuant to section 4.03 of such Agreement. The Service Fee per Ton paid by the Town is defined in Article V.

Notwithstanding the foregoing, the Company and the Town have agreed for the Contract Year ending on August 31, 2022, (i) to relax the applicability of the Maximum Annual Tonnage, and (ii) to modify the Service Fee paid by the Town for Tons Delivered to the Facility in excess of 420,000 Tons.

The Town and the Company now wish to document such agreement and hereby agree and amend the Service Agreement as follows:

1. For the Contract Year ending August 31, 2022, the Town may exceed the applicable Maximum Annual Tonnage in the Service Agreement and deliver to the Facility additional Acceptable Waste in a quantity of up to an additional 20,000 tons in such period, subject to the following provisions of this Ninth Amendment and otherwise subject to the provisions of the Service Agreement:

- a) Notwithstanding anything to the contrary in Article V of the Service Agreement, for each Ton of Acceptable Waste in excess of 420,000 Tons ("*Supplemental Acceptable Waste*") delivered by the Town to the Facility and accepted by the Company for the Contract Year ending August 31, 2022, the Town shall pay to the Company a "*Supplemental Waste Service Fee*" of \$78.50 for the Supplemental Acceptable Waste.
 - b) Invoicing and payment for Supplemental Acceptable Waste Delivered to the Facility by the Town shall be in accordance with Section 5.01 of the Service Agreement (i.e., on a Billing Period cycle).
2. This Ninth Amendment shall not alter the Company's obligation to pay to the Town the Host Fees under Article III of the Service Agreement.
 3. If any provision of this Ninth Amendment shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Ninth Amendment or of the Service Agreement, which shall be enforced as if such invalid and unenforceable provision had not been contained herein.
 4. Except as specified herein for the purposes of this Ninth Amendment, the terms of the Service Agreement shall remain in full force and effect.

If the foregoing correctly sets forth our agreement and the modifications to the Service Agreement upon which we have agreed, kindly indicate your agreement thereto in the spaces indicated below, whereupon this letter shall constitute a binding Ninth Amendment to the Service Agreement. The parties agree that this Ninth Amendment may be executed in any number of counterparts, which together will constitute a fully executed agreement as though all signatures appeared on each counterpart.

Sincerely,

COVANTA HEMPSTEAD COMPANY

By:

Name: Derek Veenhof

Title: Executive VP and Chief Commercial Officer

ACCEPTED AND AGREED TO:

THE TOWN OF HEMPSTEAD

By: _____

Name: _____

Title: _____

Date: _____

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember

moved the following resolution's adoption:

RESOLUTION AUTHORIZING THE PROFESSIONAL SERVICES OF LIRO GIS, INC. FOR THE CREATION OF FIVE LIBRARY FUNDING DISTRICT MAPS.

WHEREAS, the Town of Hempstead coordinates library funding district elections for the library funding districts within the Town of Hempstead; and

WHEREAS, the Town Attorney's Office recommends the creation of updated maps for five library funding districts (Mill Brook, Bay Park, South Lynbrook-Hewlett, North Lynbrook, and North Malverne) so the Nassau County Board of Elections can update its voter rolls for each of those five library funding districts ahead of their future district elections (the "Services"); and

WHEREAS, the Town Attorney's Office solicited a proposal (the "Proposal") for the Services from LiRo GIS, Inc., 235 East Jericho Turnpike, Mineola, NY 11501 ("LiRo") consistent with Town of Hempstead Procurement Policy and Procedures Guideline #4 since LiRo provided similar services to the Town in 2021 for two library funding district elections, is already familiar with the Town's needs, and such services were found to be excellent; and

WHEREAS, LiRo submitted its Proposal dated August 1, 2022 to provide the Services for the five library funding districts, and the Town Attorney's Office recommends this Board authorize acceptance of the Proposal with LiRo for the Services;

NOW, THEREFORE, BE IT

RESOLVED, LiRo's Proposal for the Services is authorized; and be it further,

RESOLVED, the amount to be paid for such services shall not exceed \$2,289 for the Mill Brook Library Funding District, \$1,744 for the Bay Park Library Funding District, \$659 for the South Lynbrook-Hewlett Library Funding District, \$453 for the North Lynbrook Library Funding District, and \$213 for the North Malverne Library Funding District, said amounts to be paid from each library funding district's 4050 account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Page

Case #

23468

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO A CONTRACT WITH HISPANIC BROTHERHOOD OF ROCKVILLE CENTRE, INC. FOR A GRANT IN THE SUM OF \$30,000.00 FOR SERVICES TO YOUTH

WHEREAS, Hispanic Brotherhood of Rockville Centre, Inc. having a principal office at 59 Clinton Avenue, Rockville Centre, New York, has since 1984 sponsored and operated programs that benefit the Latino youths in the Rockville Centre, Baldwin, Oceanside and Freeport areas; and

WHEREAS, the Hispanic Brotherhood of Rockville Centre, Inc., is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its after school tutorial program for Latino youths for January 1, 2022 through December 31, 2022, in the communities of Rockville Centre, Baldwin, Oceanside and Freeport areas; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Planning and Economic Development is hereby authorized to enter into a contract between the Town of Hempstead and the Hispanic Brotherhood of Rockville Centre, Inc., providing for a grant not to exceed the amount of THIRTY THOUSAND (\$30,000.00) DOLLARS to be used in its 2022 Latino youth program, and that said amount be paid to the Hispanic Brotherhood of Rockville Centre, Inc. and charged against the appropriate Community Development Block Grant account upon the submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed THIRTY THOUSAND and 00/100 (\$30,000.00) Dollars from the appropriate Community Development Block Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 19
Case # 13584

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
And
HISPANIC BROTHERHOOD OF ROCKVILLE CENTRE, INC.

AGREEMENT made the _____ day of _____, 2022, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Hispanic Brotherhood of Rockville Centre, Inc. (hereinafter "Brotherhood") a non-profit corporation having its principal office at 59 Clinton Avenue, Rockville Centre, New York.

WITNESSETH THAT:

WHEREAS, the Brotherhood has conducted basic community services and programs for the benefit of youth in the communities on the South Shore; and

WHEREAS, the Brotherhood has requested the Town to provide a grant of THIRTY THOUSAND (\$30,000.00) DOLLARS to assist in the operation of its 2022 season; and

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

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

1. The Brotherhood agrees to continue its operations located at 59 Clinton Avenue, Rockville Centre, New York, during the term of this agreement.
2. The Brotherhood agrees to continue its basic community services and other programs for youth in the area of Rockville Centre and other surrounding areas on the South Shore;
3. The Brotherhood agrees that such youth programs will be supervised and directed by competent adult personnel.
4. The Brotherhood agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.
5. The Brotherhood agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
6. The Brotherhood agrees that it is, at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that the Brotherhood shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.
7. The Brotherhood agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Brotherhood resulting from its operation, use and maintenance of the facilities of the Brotherhood. In addition, the Brotherhood agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Brotherhood and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered by the Brotherhood simultaneously with the execution of this agreement.
8. The Brotherhood agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true

accountability for the funds which the Town shall grant under the contract. The Brotherhood shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

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

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

11. The Town agrees to pay the Brotherhood for the services provided by this agreement, up to the amount of THIRTY THOUSAND (\$30,000.00) DOLLARS.

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

13. The terms of this agreement shall commence January 1, 2022 and terminate the 31st day of December 2022.

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

TOWN OF HEMPSTEAD

By: _____
John E. Rottkamp
Commissioner

**HISPANIC BROTHERHOOD OF
ROCKVILLE CENTRE, INC.**

By: _____
Margarita Grasing
Executive Director

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 8/1/2022

APPROVED AS TO CONTENT
DATE 8/1/22
Katrina L. Brooks
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO A CONTRACT WITH UNIONDALE COMMUNITY COUNCIL, INC. TO PROVIDE A GRANT IN THE SUM OF \$8,000.00 FOR SERVICE TO YOUTH IN THE UNINCORPORATED AREA OF UNIONDALE, NEW YORK.

WHEREAS, Uniondale Community Council, Inc. having a principal office at 806 Jerusalem Avenue, Uniondale, New York, has since 1980 sponsored and operated programs that benefit the youth of the Uniondale area; and

WHEREAS, Uniondale Community Council, Inc. is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its programs through the year 2022, in the unincorporated community of Uniondale; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Planning and Economic Development is hereby authorized to enter into a contract between the Town of Hempstead and the Uniondale Community Council, Inc., in providing for a grant not to exceed the amount of EIGHT THOUSAND (\$8,000.00) DOLLARS to be used in its 2022 youth program, and that said amount be paid to the Uniondale Community Council, Inc. and charged against the appropriate Community Development Block Grant account upon the submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed EIGHT THOUSAND and 00/100 (\$8,00.00) Dollars from the appropriate Community Development Block Grant Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
And
UNIONDALE COMMUNITY COUNCIL, INC.

AGREEMENT made the _____ day of _____, 2022, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Uniondale Community Council, Inc. (hereinafter "Council") a non-profit corporation having its principal office at 806 Jerusalem Avenue, Uniondale, New York.

WITNESSETH THAT:

WHEREAS, the Council has conducted basic community services and programs for the benefit of youth in the unincorporated area of Uniondale in the Town; and

WHEREAS, the Council has requested the Town to provide a grant of EIGHT THOUSAND (\$8,000.00) DOLLARS to assist in the operation of its 2022 season; and

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

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

1. The Council agrees to continue its operations located at 806 Jerusalem Avenue, Uniondale, New York, during the term of this agreement.
2. The Council agrees to continue its basic community services and other programs for youth in the unincorporated area of Uniondale.
3. The Council agrees that such youth programs will be supervised and directed by competent adult personnel.
4. The Council agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.
5. The Council agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
6. The Council agrees that it is, at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that the Council shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.
7. The Council agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Council resulting from its operation, use and maintenance of the facilities of the Council. In addition, the Council agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Council and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered by the Council simultaneously with the execution of this agreement.

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

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

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

11. The Town agrees to pay the Council for the services provided by this agreement, up to the amount of EIGHT THOUSAND (\$8,000.00) DOLLARS.

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

13. The terms of this agreement shall commence January 1, 2022 and terminate the 31st day of December 2022.

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

TOWN OF HEMPSTEAD

By: [Signature] Date: 8/16/22
John E. Rottkamp 8/16/22

By: _____
John E. Rottkamp
Commissioner

[Signature]
MICHAEL J. CAROLLO
COMPTROLLER'S OFFICE
BUDGET DIVISION

UNIONDALE COMMUNITY COUNCIL, INC.

Sign Name: [Signature]
Print Name: Margaretten Koepke
Title: Vice President

Doc. No.22-015

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE: 8/15/2022

APPROVED AS TO CONTENTS
Date: 8/16/22
Kathana R. Bort
COUNCIL TO PLANNING
DEPT. OF

[Signature]
DEPUTY TOWN COMPTROLLER
PURCHASING DIVISION 8/16/2022

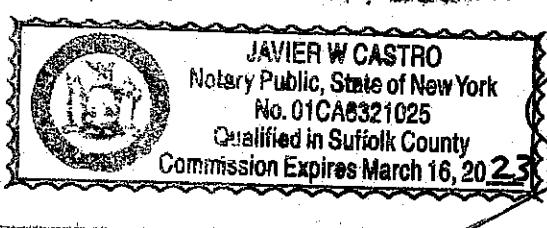
STATE OF NEW YORK)
 ss:
COUNTY OF NASSAU)

On this day of , 2022, before me personally came JOHN E ROTTKAMP., to me known and known to be the Commissioner of the Department of Planning and Economic Development, Nassau County, New York and being by me duly sworn, did depose and say that he presides at 200 North Franklin, Hempstead, New York 11550; that he is the Commissioner of the Department of Planning and Economic Development, Nassau County, New York, and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town Of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name and official designation.

Notary Public

STATE OF NEW YORK)
 ss:
COUNTY OF NASSAU)

On this 22nd day of July, 2022, before me personally came *Mary-Elle Krage* to me known, who being by me duly sworn did depose and say that (s)he resides at *Uniondale, NY 11553* and that (s)he is the *Vice President of Uniondale Community Council, Inc.*, the *Vice President* described in and which executed the foregoing instrument.



[Signature]

Notary Public

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption:

RESOLUTION AUTHORIZING THE DISPOSAL OF
OBSOLETE EQUIPMENT FROM THE OFFICE
OF THE TOWN CLERK

Whereas, the Town Clerk has advised the Town Board that the following
equipment:

Canon Microfilm Scanner
Model MS 500
Serial No. AC 301204
with
Roll/fiche Carrier 200
and
Canon Fileprint 400
Model # L10510A

which are obsolete and can no longer be repaired shall be declared obsolete
and to be disposed thereof; and

WHEREAS, the Town Clerk advises the Town Board that she believes this equipment
has no value as equipment to be used for other purposes and should be so judged:

NOW, THEREFORE, BE IT

RESOLVED, that the above described equipment be and is hereby declared obsolete in
its primary function in the Town Clerk's Office and authorizes its disposal thereof.

The foregoing resolution as adopted upon roll call as follows:

AYES:

NOES:

Item # 21

Case # 6071

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING ERIKA LILLI AS AN ACTIVE MEMBER
IN THE EMPIRE HOSE COMPANY, NO 3, INC. IN MERRICK, NEW
YORK.

RESOLVED, that the action, of Empire Hose Company No. 3 Inc. in
Merrick New York in accepting Erika Lilli residing in Merrick , N.Y.
11566, to the company rolls be and the same hereby is ratified and
approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 22

case# 311

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF THE TOWN OF HEMPSTEAD PARKS DEPARTMENT TO DISPLAY FIREWORKS CONDUCTED BY STARFIRE CORPORATION HELD AT TOWN OF HEMPSTEAD PARK, POINT LOOKOUT, NEW YORK ON SEPTEMBER 3, 2022.

WHEREAS, The Town of Hempstead Parks Department, of Hempstead, New York, filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Starfire Corporation, 566 Theatre Road, St. Benedict PA, held in Point Lookout, New York, on September 3, 2022.

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 23
Case # 30744

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE REQUEST OF THE
VILLAGE OF FREEPORT TO USE THE TOWN OF HEMPSTEAD MARINA
ON GUY LOMBARDO AVENUE IN FREEPORT, NEW YORK FOR THE
STAGING AREA FOR A FIREWORKS DISPLAY ON SEPTEMBER 4, 2022.

WHEREAS, The Village of Freeport has requested the use of the Town
of Hempstead Marina on Guy Lombardo Avenue in Freeport, New York, as a staging
area for a fireworks display to be held in Freeport, New York, on September 4, 2022.

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

WHEREAS, The Village of Freeport has executed and delivered to the Town
a Hold Harmless Agreement that indemnifies the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid request of The Village of
Freeport be and the same is hereby RATIFIED AND CONFIRMED,
subject to all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Case #

30745

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING THE APPLICATION OF STUDENT
COUNCIL GEORGE W. HEWLETT HIGH SCHOOL FOR A PARADE
PERMIT FOR A PARADE TO BE HELD IN HEWLETT, NEW YORK,
ON OCTOBER 22, 2022.

WHEREAS Andrew DeBernardo of Hewlett, New York, Student Council
Advisor at George W. Hewlett High School, New York has filed an application
with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade
to be held in Hewlett, New York, on October 22, 2022, from 2:00 PM to 2:30 PM
and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the application of Andrew DeBernardo, Student Council
Advisor at George W. Hewlett High School, be and the same is hereby
GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of
the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF NORTH BELLMORE F.D. FOR A PARADE PERMIT FOR A PARADE HELD IN BELLMORE, NEW YORK, ON AUGUST 21, 2022.

WHEREAS Artie White III of N Bellmore, New York, Chief of the North Bellmore Fire Department., New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Bellmore, New York, on August 21, 2022, from 1:00 PM to 5:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Artie White III, Chief of the North Bellmore Fire Department., be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 25

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF
THE APPLICATION OF ISHEI YISROEL FOR A PARADE PERMIT
FOR A PROCESSION HELD IN WOODMERE, NEW YORK, ON
AUGUST 25, 2022.

WHEREAS, Simcha Goldberg of Woodmere, New York, Organizer of the
Ishei Yisroel, New York has filed an application with the Town Clerk of the Town
of Hempstead, for a Parade Permit for a Procession to be held in Woodmere, New
York, on August 25, 2022, from 5:30 PM to 7:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Simcha
Goldberg, Organizer of the Ishei Yisroel, be and the same is hereby RATIFIED
AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades,
Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 25
Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF
THE APPLICATION OF YOUNG ISRAEL OF WOODMERE FOR
A PARADE PERMIT FOR A PROCESSION HELD IN WOODMERE,
NEW YORK, ON SEPTEMBER 5, 2022.

WHEREAS Michael Dachs of Woodmere, New York, Parade Organizer
for Young Israel of Woodmere, New York has filed an application with the Town
Clerk of the Town of Hempstead, for a Parade Permit for a Procession to be held
in Woodmere, New York, on September 5, 2022, from 11:00 AM to 1:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Michael
Dachs, Parade Organizer for Young Israel of Woodmere, be and the same is
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 25

Case # 25843

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF SEALED LETTER BID FOR THE TESTING AND MAINTAINING OF CHEMICAL LEVELS IN THE TOWN HALL COMPLEX AND TOWN ANNEX BUILDING, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK FOR A PERIOD OF ONE YEAR WITH THE OPTION TO EXTEND CONTRACT FOR AN ADDITIONAL TWO YEARS FOR A TOTAL OF THREE YEARS.

WHEREAS, the Commissioner of the Department of General Services requested sealed letter bids for the testing and maintaining of chemical levels in the Town Hall Complex and Town Annex Building, Town of Hempstead, Nassau County, New York for a period of one year with the option to extend contract for an additional two years for a total of three years; and

WHEREAS, the following sealed letter bid was received by the Commissioner of the Department of General Services:

Gotham Refining Chemical Corp.
23-74 48th Street
Astoria, New York 11103

Labor

Boiler Treatment \$ 67.50/month x 12 months
Total Annual \$ 810.00

Cooling Tower Treatment \$ 250.00/month x 7 months
Total Annual \$1,750.00

Lump Sum cost for labor only and equipment for three years \$7,680.00

CHEMICALS:

TT-MNY-Molbadate Polymer corrosion

Inhibitor/dispersant liquid for cooling towers

1 x 15 gallon drum \$ 285.79 1st year
\$ 285.79 2nd year
\$ 285.79 3rd year

Bellacide 355 alternating biocide for Cooling towers

1 x 15 gallon drum \$ 415.27 1st year
\$ 415.27 2nd year
\$ 415.27 3rd year

Item # 26

Case # 8397

Bromax 7.1 biocide for Cooling towers 1 x 15 gallon drum	\$ 725.83 1 st year \$ 725.83 2 nd year \$ 725.83 3 rd year
Multifunctional boiler Treatment BI-O5 product w/Amine for the Condensate return 1 x 15 gallon drum	\$ 254.48 1 st year \$ 254.48 2 nd year \$ 254.48 3 rd year
Corrosive inhibitor/Dispersant Nitrate CSI-100 chemistry for closed loop systems 1 x 15 gallon drum	\$ 238.35 1 st year \$ 238.35 2 nd year \$ 238.35 3 rd year
Sodium Hypochlorite 2 x 5 gallon	\$ 185.23 1 st year \$ 185.23 2 nd year \$ 185.23 3 rd year
Anti-Foam 6 x 1 gallon	\$ 168.97 1 st year \$ 168.97 2 nd year \$ 168.97 3 rd year
Total for chemicals	\$2,273.92 1 st year \$2,273.92 2 nd year \$2,273.92 3 rd year
Total for labor	\$2,560.00 1 st year \$2,560.00 2 nd year \$2,560.00 3 rd
Grand Total	\$4,833.92 per year not to exceed \$14,501.76 for a three year period
Emergency Service Call	\$225.00 per service call

WHEREAS, the Commissioner of the Department of General Services recommends that the Town of Hempstead accept the sealed letter bid submitted by Gotham Refining Chemical Corp., in the sum of \$ 4,833.92 per year (Four Thousand Eight Hundred Thirty Three Dollars) not to exceed \$14,501.76 for a three year period for the testing and maintaining of chemical levels in the Town Hall Complex and Town Annex Building, Town of Hempstead, Nassau County, New York for a period of one year beginning upon award of contract with the option to extend contract for an additional two years for a total of three years; and

WHEREAS, this Town Board deems it to be in the public interest to accept the aforementioned sealed letter bid;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is directed to accept the sealed letter bid made by Gotham Refining Chemical Corp. for the testing and maintaining of chemical levels in the Town Hall Complex and Town Annex Building, Town of Hempstead, Nassau County, New York for a period of one year with the option to extend contract for an additional two years in the sum of \$4,833.92 (Four Thousand Eight Hundred Thirty Three Dollars) per year not to exceed \$14, 501.76 for a three year period with payments made from Department of General Services Account Number 010-0001-14900-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

Council(wo)man moved the following resolution's adoption:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY TO ASSIGN MATTERS AND OTHERWISE RETAIN OUTSIDE COUNSEL.

WHEREAS, the Town of Hempstead requires the services of outside counsel on a variety of legal matters from time to time; and

WHEREAS, pursuant to the Town's Procurement Policy and Procedures, the Town issued a request for qualifications (RFQ) for attorneys and law firms interested in representing and advising the Town and reviewed the responses, and then issued a supplemental RFQ; and

WHEREAS, the Town Attorney requests authorization to assign matters to any of the following firms (the "Firm(s)") that responded to either RFQ when outside counsel is necessary or beneficial to the Town,:

Firm
Barbiero, Bisch & O'Connor, LLP 35 Pinelawn Road, Suite 127 Melville, New York 11747
Bee Ready Fishbein Hatter & Donovan LLP 170 Old Country Road Suite 200 Mineola, NY 11501
Berkman Henoch 100 Garden City Plaza, Third Floor Garden City, NY 11530
Bisceglie & Associates, P.C. 1527 Franklin Avenue, Suite 301 Mineola, NY 11501
Bond Schoeneck & King 1010 Franklin Avenue, Suite 200 Garden City, NY 11530
Cascone & Kluepfel 497 Main Street Farmingdale, NY 11735
Creedon & Gill P.C. 24 Woodbine Avenue, Suite 8 Northport, NY 11768
Cruser Mitchell Novitz Sanchez Gaston & Zimet, LLP 341 Conklin Street Farmingdale, NY 11735
Devitt Spellman Barrett, LLP 50 Route 111 Smithtown, NY 11787
Eugene Kirby Ferencik, Esq. 124 Harbour Lane Massapequa, NY 11758-7331

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Case # 27490

Gerstman Schwartz LLP 1399 Franklin Avenue, Suite 200 Garden City, NY 11530
Guercio & Guercio, LLP 77 Conklin Street Farmingdale, NY 11735
Harras Bloom & Archer LLP 445 Broad Hollow Road, Suite 127 Melville, NY 11747
Harris Beach PLLC The Omni 333 Earle Ovington Blvd, Suite 901 Uniondale, NY 11553
Hawkins Delafield & Wood LLP 7 World Trade Center 250 Greenwich Street New York, NY 10007
Ingerman Smith LLP 150 Motor Parkway, Suite 400 Hauppauge, NY 11788
Jackson Lewis P.C. 58 South Service Road, Suite 250 Melville, NY 11747
Jaspan Schlesinger LLP 300 Garden City Plaza – 5 th Floor Garden City, NY 11530
Kendric Law Group P.C. 126 Main Street, #279 Cold Spring Harbor, NY 11724
Charles S. Kovit, Esq. 1267 Sturlane Place Hewlett, NY 11557
Kushnick Pallaci PLLC 630 Johnson Avenue, Suite 201 Bohemia, New York 11716
LAH Law Firm, L.L.P 100 Duffy Ave, Suite 510 Hicksville, NY 11801
La Reddola Lester & Associates, LLP 600 Old Country Road, Suite 230 Garden City, New York 11530
Lasalle Lasalle Dwyer PC 309 Sea Cliff Avenue Sea Cliff, New York 11579
Leventhal Mullaney & Blinkoff, LLP 15 Remsen Avenue Roslyn, NY 11576
Lewis Johs Avallone Aviles, LLP 1377 Motor Parkway Suite 400 Islandia, NY 11749
Manning & Kass, Ellrod, Ramirez, Treseter, LLP 100 Wall Street, Suite 700 New York, NY 10005
Marous Law Group 1 Grand Central Place 60 East 42 nd Street, 46 th Floor New York, NY 10165
Messina Perillo Hill 285 West Main Street, Suite 203 Sayville, NY 11785
Milber Makris Plousadi & Seiden, LLP

1000 Woodbury Road, Suite 402 Woodbury, NY 11797
Montfort Healy McGuire & Salley LLP 840 Franklin Avenue P.O. Box 7677 Garden City, NY 11530
Mulholland Minion Davey McNiff & Beyrer 374 Hillside Avenue Williston Park, NY 11596
Phillips Lytle LLP 1205 Franklin Avenue Plaza, Suite 390 Garden City, NY 11530
Rosenberg Calica & Birney LLP 100 Garden City Plaza, Suite 408 Garden City, NY 11530
Rubin Paterniti Gonzalez Rizzo Kaufman 1225 Franklin Avenue, Suite 200 Garden City, New York 11530
The Russell Friedman Law Group LLP 400 Garden City Plaza, Suite 500 Garden City, New York 11530
Sokoloff Stern LLP 179 Westbury Avenue Carle Place, NY 11514
Tully Rinckey Kuhn PLLC 441 New Karner Road Albany, NY 12205
West Group Law PLLC 81 Main Street, Suite 510 White Plains, NY 10601
Whiteman Osterman & Hanna LLP One Commerce Plaza Albany, NY 12260
The Zoghlin Group PLLC 300 State Street, Suite 502 Rochester, NY 14614

; and

WHEREAS, the Board finds it in the best interests of the Town to authorize the Town Attorney to assign matters to any of the Firms when outside counsel is necessary or beneficial to the Town; now, therefore, be it

RESOLVED, the Board authorizes the Town Attorney to assign matters when outside counsel is necessary or beneficial to the Town to any of the Firms; and be it further,

RESOLVED, the Town's rates for the Firms shall be \$125.00 per hour for non-attorney services; \$250.00 per hour for attorney, non-trial service; \$1,000.00 per diem for trials; and rates for legal services provided by bond counsel shall be charged according to a separate rate schedule or on a per transaction basis; and be it further,

RESOLVED, the Town Attorney is authorized to negotiate a higher rate with any Firm if the Town Attorney determines the matter to be assigned involves multi-district; exceptional, unusually complex, obscure, or specialized legal area(s) not usually dealt with in cases or matters arising in or involving the Town; and be it further,

RESOLVED, the Town Attorney is authorized to execute such contracts with the Firm(s) as are necessary in the judgment of the Town Attorney; and be it further,

RESOLVED, that the Comptroller is authorized to pay the costs of such legal services by provided the Firm(s) from the appropriate legal services account number 4158; and be it further,

RESOLVED, no new legal matters shall be assigned to outside counsel pursuant to TBR ##374-2019 or 212-2022.

The foregoing was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AMENDMENT TO THE 2021 ADOPTED BUDGET TO AMEND THE ESTIMATED REVENUES ACCOUNT AND THE CARES ACT ASSITANCE 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:

GENERAL FUND		
INCREASE: 5100	ESTIMATED REVENUES	\$ 112,746
	<u>REVENUE - UNDISTRIBUTED</u>	
INCREASE: 010-0012-90000-4786	CARES ACT ASSISTANCE	\$ 112,746
PART TOWN FUND		
DECREASE: 5100	ESTIMATED REVENUES	\$ 417,703
	<u>REVENUE - UNDISTRIBUTED</u>	
DECREASE: 030-0012-90000-4786	CARES ACT ASSISTANCE	\$ 417,703
PART TOWN HIGHWAY FUND		
DECREASE: 5100	ESTIMATED REVENUES	\$ 2
	<u>REVENUE - UNDISTRIBUTED</u>	
DECREASE: 041-0003-51100-4786	CARES ACT ASSISTANCE	\$ 2
SANITATION OPERATING FUND		
DECREASE: 5100	ESTIMATED REVENUES	\$ 221
	<u>REVENUE - UNDISTRIBUTED</u>	
DECREASE: 300-0006-81100-4786	CARES ACT ASSISTANCE	\$ 221
REFUSE DISPOSAL FUND		
INCREASE: 5100	ESTIMATED REVENUES	\$ 47,900
	<u>REVENUE - UNDISTRIBUTED</u>	
INCREASE: 301-0006-03010-4786	CARES ACT ASSISTANCE	\$ 47,900
PARKS OPERATING FUND		
DECREASE: 5100	ESTIMATED REVENUES	\$ 530,149
	<u>REVENUE - UNDISTRIBUTED</u>	
DECREASE: 400-0007-071100-4786	CARES ACT ASSISTANCE	\$ 530,149
WATER OPERATING FUND		
INCREASE: 5100	ESTIMATED REVENUES	\$ 3
	<u>REVENUE - UNDISTRIBUTED</u>	
INCREASE: 500-0006-083100-4786	CARES ACT ASSISTANCE	\$ 3

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 28

Case # 1147

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AMENDMENT TO THE 2021 ADOPTED BUDGET TO DECREASE THE EMERGENCY RENTAL ASSISTANCE PROGRAM ERA 1 EXPENSE ACCOUNT, DECREASE EMERGENCY RENTAL ASSISTANCE PROGRAM ERA1 REVENUE, INCREASE EMERGENCY RENTAL ASSISTANCE PROGRAM ERA2 REVENUE, DECREASE GENERAL FUND APPROPRIATIONS AND DECREASE GENERAL FUND ESTIMATED REVENUES

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

010-0012-90000 GENERAL FUND - UNDISTRIBUTED:

DECREASE: 4799 EMERGENCY RENTAL ASSIST. ERA1 EXPENSE	\$32,312,971
DECREASE: 9600 APPROPRIATIONS	\$32,312,971
DECREASE: 4788 EMERGENCY RENTAL ASSIST. ERA1 REVENUE	\$34,079,970
DECREASE: 5100 ESTIMATED REVENUES	\$34,079,970
INCREASE: 4802 EMERGENCY RENTAL ASSIST. ERA2 REVENUE	\$ 733,556
INCREASE: 5100 ESTIMATED REVENUES	\$ 733,556

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 29
Case # 1149

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, BOND ANTICIPATION REVENUE ACCOUNT, APPROPRIATIONS ACCOUNT AND THE JUDGMENT AND LITIGATION EXPENSE ACCOUNT FOR THE REFUSE DISPOSAL DISTRICT, LIDO POINT LOOKOUT GARBAGE COLLECTION DISTRICT, MERRICK NORTH MERRICK GARBAGE COLLECTION DISTRICT AND THE TOWN OF HEMPSTEAD GARBAGE COLLECTION DISTRICT.

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

REFUSE DISPOSAL DISTRICT

INCREASE: 301 - - - 5100	ESTIMATED REVENUES	\$ 15,359,904
INCREASE: 301-0006-03010-5730	BOND ANTICIPATION REVENUE	\$ 15,359,904
INCREASE: 301 - - - 9600	APPROPRIATIONS	\$ 15,359,904
INCREASE: 301-0006-03010-4150	JUDGMENT & LITIGATION EXPENSE	\$ 15,359,904

LIDO POINT LOOKOUT GARBAGE COLLECTION DISTRICT

INCREASE: 321 - - - 5100	ESTIMATED REVENUES	\$ 555,280
INCREASE: 321-0006-03210-5730	BOND ANTICIPATION REVENUE	\$ 555,280
INCREASE: 321 - - - 9600	APPROPRIATIONS	\$ 555,280
INCREASE: 321-0006-03210-4150	JUDGMENT & LITIGATION EXPENSE	\$ 555,280

MERRICK NORTH MERRICK GARBAGE COLLECTION DISTRICT

INCREASE: 322 - - - 5100	ESTIMATED REVENUES	\$ 1,416,346
INCREASE: 322-0006-03220-5730	BOND ANTICIPATION REVENUE	\$ 1,416,346
INCREASE: 322 - - - 9600	APPROPRIATIONS	\$ 1,416,346
INCREASE: 322-0006-03220-4150	JUDGMENT & LITIGATION EXPENSE	\$ 1,416,346

TOWN OF HEMPSTEAD GARBAGE COLLECTION DISTRICT

INCREASE: 323 - - - 5100	ESTIMATED REVENUES	\$ 8,700,315
INCREASE: 323-0006-03230-5730	BOND ANTICIPATION REVENUE	\$ 8,700,315
INCREASE: 323 - - - 9600	APPROPRIATIONS	\$ 8,700,315
INCREASE: 323-0006-03230-4150	JUDGMENT & LITIGATION EXPENSE	\$ 8,700,315

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 30

Case # 4822

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO CUMMINS SALES AND SERVICES FOR TESTING AND REPAIRS TO AN EMERGENCY STANDBY GENERATOR AT THE LIDO-POINT LOOKOUT WATER DISTRICT MAIN PLANT, LIDO BEACH, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Department of Water (the Department) is responsible for supplying water for commercial and residential domestic usage as well as firefighting to the residents of its Districts, including residents of the Lido-Point Lookout Water District; and

WHEREAS the Department maintain an emergency backup generator at the Lido-Point Lookout Water District Main plant to provide power to the pumping and treatment equipment in the event of a power loss to maintain operations during such an event; and

WHEREAS, during routine maintenance and testing it was determined that the generator at the Lido-Point Lookout Main plant failed to operate automatically requiring a Cummins Certified Technician to diagnose the problem and effectuate the repairs to return the generator to automatic emergency service; and

WHEREAS, due to the propriety nature of the electronic circuitry and programing of the controls of the generator the diagnosis and repairs had to be made by a Cummins Certified Technician

WHEREAS Cummins Sales and Service Bronx New York Branch, 890 Zerega Avenue, Bronx, New York 10473, the authorized Cummins Certified service provider for the location of the generator performed the diagnostic testing, provided and installed the required parts and reinstalled the necessary computer programing for the new parts to return the generator to service for a cost of \$9,286.69 (nine thousand two hundred eighty-six dollars and sixty-nine cents)

WHEREAS the Commissioner of the Department reviewed the price quoted and found it to be fair and reasonable for the work involved and further determined it to be in the best interests of the Town to obtain the above referenced services;

NOW, THEREFORE BE IT

RESOLVED, that the Comptroller of the Town of Hempstead is hereby authorized to make payments for a total \$9,286.69 (nine thousand two hundred eighty-six dollars and sixty-nine cents) from the Lido-Point Lookout Water District Capital Account 8553-507-8553-5010 to Cummins Sales and Service Bronx New York Branch, 890 Zerega Avenue, Bronx, New York 10473.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

31

Case #

22356

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF VARIOUS ADDITIONAL
LOCAL BUSINESS AND CORPORATE SPONSORSHIP FEES IN SUPPORT OF
THE TOWN'S 2022 SUMMER CONCERT SERIES

WHEREAS, the Town has historically striven to provide top quality musical performances and entertainment through its annual summer concert series for the enjoyment of Town residents; and

WHEREAS, the Town once again presented its annual concert series during the Summer of 2022, ("2022 Summer Concert Series") with performances held in various parks throughout the Town; and

WHEREAS, the Department of Parks and Recreation previously sought Sponsorship Fees from local businesses and corporations in exchange for certain 2022 Summer Concert Series related advertising and signage in order to help subsidize the 2022 Summer Concert Series; and

WHEREAS, Resolution number 427-2022, adopted March 22nd, 2022 by this Town Board, accepted Sponsorship Fees from certain local businesses; and

WHEREAS, since the aforementioned Resolution was adopted, additional sponsors have come forth with the desire to also help subsidize the 2022 Concert Series; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends to this Town Board all such additional Sponsorship Fees identified on Schedule "A" be accepted and allocated toward subsidizing the 2022 Summer Concert Series; and

WHEREAS, this Town Board finds that the acceptance of such Sponsorship Fees is in the best interest of the Town.

NOW, THEREFORE, BE IT

RESOLVED, the Town of Hempstead hereby accepts the aforementioned additional Sponsorship Fees in order to help subsidize the 2022 Summer Concert Series; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to allocate the Sponsorship Fees each as more particularly identified on Schedule "A" attached hereto, to Parks and Recreation Account number 400-007-7110-2705.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 32

Case # 29910

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RATIFICATION AND AFFIRMATION OF A PROFESSIONAL GRADE LIGHT, SOUND AND VIDEO SYSTEM SERVICE AGREEMENT WITH EKO PRODUCTIONS IN CONJUNCTION WITH THE TOWN'S "2022 LABOR DAY CELEBRATION"

WHEREAS, the Town of Hempstead will be hosting a "2022 Labor Day Celebration" event at Town Park Point Lookout which will feature a live musical performance by Mike DelGuidice and Big Shot; and

WHEREAS, EKO Productions, with offices at 360 Commack Road, Deer Park, NY 11729, is in the business of supplying light and sound systems and video crew services for band performances; and

WHEREAS, Mike DelGuidice, through his musical performance contract with the Town for the Labor Day Celebration Event, specifically requested the use of EKO Productions due to their outstanding reputation; and

WHEREAS, due to outstanding services previously delivered by EKO Productions under past contracts, as well as taking into account the aforementioned contractual request of Mike DelGuidice, the Department of Parks and Recreation proceeded to retain the professional grade light, sound system and video crew services of EKO Productions for the Town's scheduled September 3rd "2022 Labor Day Celebration" event for a total fee of \$9,725.00 (which is the same fee, without increase, charged by EKO for the 2021 Labor Day Celebration) in conjunction with the scheduled musical performance of Mike DelGuidice & Big Shot; and

WHEREAS, the Commissioner of the Department of Parks and Recreation: (i) believes EKO Productions to be duly qualified; (ii) confirms that EKO Productions rendered professional quality light and sound and video crew services at the Town's 2021 Labor Day "Salute To Front Line Workers Concert" as well as at the Town's recent 2022 Annual "Independence Day/Salute to Veterans" Event; and (iii) recommends that this Town Board ratify and affirm the previously executed Agreement with EKO Productions pursuant to which EKO will provide professional quality light and sound system and video crew services in conjunction with the Town's September 3rd "2022 Labor Day Celebration" event; and

WHEREAS, this Town Board finds that it would be in the Town's best interest to ratify and affirm the aforementioned Light, Sound System and Video Crew Services Agreement with EKO Productions in conjunction with the Town's September 3rd "2022 Labor Day Celebration" event.

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board hereby ratifies and affirms the previously executed Agreement with EKO Productions dated July 28, 2022 pursuant to which EKO Production will provide professional grade light, sound system and video crew services at the Town's September 3rd "2022 Labor Day Celebration" event; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to make payments under the aforementioned Agreement with EKO Productions from Parks and Recreation Account number #400-007-7110-4151.

The foregoing Resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 33

Case # 29910

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RATIFICATION AND AFFIRMATION OF A RENTAL OF 12' X 60' STORAGE CONTAINER AGREEMENT WITH CASSONE LEASING INC., IN CONJUNCTION WITH THE TOWN'S "2022 LABOR DAY CELEBRATION"

WHEREAS, the Town of Hempstead will be hosting a "2022 Labor Day Celebration" event at Town Park Point Lookout which will feature a live musical performance by Mike DelGuidice and Big Shot; and

WHEREAS, Cassone Leasing Inc. ("Cassone"), with offices at 1900 Lakeland Ave, Ronkonkoma, NY 11779, is in the business of supplying office and storage containers for commercial use; and

WHEREAS, Mike DelGuidice, through his musical performance contract with the Town for the Labor Day Celebration Event, specifically requested the use of a changing room area; and

WHEREAS, the Department of Parks & Recreation ("Department") retained the services of Cassone to supply a 12' x 60' office trailer to provide a changing room area for Mike DelGuidice at a total cost of \$6,592.00; and

WHEREAS, the Commissioner of the Department hereby confirms that Cassone satisfactorily supplied the aforementioned 12' x 60' office trailer for use by Mike DelGuidice at the "2022 Labor Day Celebration" and additionally respectfully recommends that this Town Board ratify and affirm the previously executed Rental Agreement with Cassone; and

WHEREAS, this Town Board finds that it would be in the Town's best interest to ratify and affirm the aforementioned office trailer rental agreement with Cassone in conjunction with the Town's September 3rd "2022 Labor Day Celebration" event.

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board hereby ratifies and affirms the previously executed Agreement with Cassone Leasing dated August 9, 2022 pursuant to which Cassone will provide office trailer rental services at the Town's September 3rd "2022 Labor Day Celebration" event; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to make payments under the aforementioned Rental Agreement with Cassone Leasing Inc., from Parks and Recreation Account number #400-007-7110-4130

The foregoing Resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 34
Case # 29910

CASE NO.

RESOLUTION NO.

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 RIDER WITH CAREER AND EMPLOYMENT OPTIONS, INC.

WHEREAS, the Town of Hempstead Department of Occupational Resources (the "Department") conducted a request for proposals for Sector-Based Business Services in 2021; and

WHEREAS, the Department executed a two-year contract (the "Contract") from July 1, 2021 to June 30, 2023 with Career and Employment Options, Inc. ("Career and Employment") for Sector-Based Business Services pursuant to Town Board Resolution #756-2021, for an amount not to exceed \$100,000 per year; and,

WHEREAS, Career and Employment has offered to work on behalf of the Department with school districts in the Town of Hempstead (the "Additional Services") using the knowledge obtained from its work under the Contract, for up to an additional \$125,000 (\$225,000 total per year) for July 1, 2022 to June 30, 2023; and

WHEREAS, the Town of Hempstead Procurement Policy and Procedures exempts the Additional Services from a second request for proposals process as a matter in which proceeding expeditiously will otherwise inure to the benefit of the Town's residents, the Town's prior experience with Career and Employment, and Career and Employment's sole source abilities due to its work under the Contract;

WHEREAS, the Department recommends this Board authorize a contract rider (the "Rider") for the Additional Services with Career and Employment for an additional amount not to exceed \$125,000;

NOW, THEREFORE, BE IT

RESOLVED, the Commissioner of the Department is authorized to execute the Rider for the Additional Services between the Department and Career and Employment, which shall also be in effect until June 30, 2023, for an additional amount not to exceed \$125,000 (\$225,000 total per year) from July 1, 2022 to June 30, 2023, and the Comptroller shall pay the associated costs from Account #608-0004-06080-8400-000608; and be it further,

RESOLVED, all other aspects of Town Board Resolution #756-2021 shall remain in full effect.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item #

35

card# 24824

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilmember

moved the following resolution's adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE AN AGREEMENT FOR OUTREACH, JOB, AND TRAINING MATERIALS DEVELOPMENT SERVICES BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND IHEARTMEDIA

WHEREAS, the Town of Hempstead Department of Occupational Resources (the "Department") conducted a request for proposals process for Outreach, Job, and Training Materials Development Services (the "Services");

WHEREAS, a proposal was received and opened on August 22, 2022 from iHeartMedia (the "Proposal") for the Services;

WHEREAS, the Proposal meets the needs of the Department; and

WHEREAS, the Department recommends this Board authorize an agreement with iHeartMedia for the Services from September 1, 2022 through June 30, 2024 (the "Agreement");

NOW, THEREFORE, BE IT

RESOLVED, the Agreement with iHeartMedia for the Services is authorized, and the Commissioner of the Department is authorized to execute the Agreement and any other documents necessary to effect the Agreement; and be it further,

RESOLVED, the Comptroller shall pay the associated costs from Account #608-0004-06080-8400-000608.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 36
Page 1 of 1

Case # 24824

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RATIFICATION AND AFFIRMATION OF VARIOUS ADULT AND YOUTH SPORTS INSTRUCTOR AGREEMENTS IN CONJUNCTION WITH THE DEPARTMENT OF PARKS AND RECREATION SUMMER ACTIVITIES PROGRAMMING

WHEREAS, the Town of Hempstead through its Department of Parks and Recreation hosts a wide variety of Sports classes each Summer Season (collectively the "Town's 2022 Summer Activities Program"); and

WHEREAS, in conjunction with the Town's 2022 Summer Program, the Department of Parks and Recreation has previously entered into (among a number of others previously approved by this Town Board) the various Adult and Youth Sports Instructor Agreements as more particularly identified on Schedule "A" attached hereto; and

WHEREAS, the Commissioner of the Department of Parks and Recreation hereby recommends to this Town Board that each of the previously executed Sports Instructor Agreements respectively identified on Schedule "A" be ratified and affirmed; and

WHEREAS, this Town Board find that the ratification and affirmation of the Sports Instructor Agreements respectively identified on Schedule "A" in conjunction with the Town's 2022 Summer Activities Program is in the best interest of the Town.

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board hereby ratifies and affirms the previously executed various Adult and Youth Sports Instructor Agreements identified on Schedule "A"; and

BE IT FURTHER

RESOLVED, that the Comptroller be and hereby is authorized to make payments under the aforementioned Adult and Youth Sports Instructor Agreements from Parks and Recreation Account number 400-007-71100-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item #

37

Case #

11046

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AMENDMENT
FOR A NAME CHANGE FOR YEARLY REQUIREMENTS FOR
THE FOLLOWING CONTRACTS:

- 32-2020 – Various Brands of New Complete Small Engines
- 58A-2020 – Replacement Parts for Various Types of Lawn & Turf Equipment
- 62A-2020 – Various Brands of New Complete Small Engines
- 77-2019 - Genuine Replacement Parts & Labor for Engines
- 110-2021 – Genuine Replacement Parts & Labor for Off-the-Road Equipment

WHEREAS, Chief Equipment went through a process and whereby the company is now doing business as United Ag & Turf NE, LLC; and

WHEREAS, during the term of the contract, United Ag & Turf NE, LLC assumed all duties, obligations, rights and privileges associated with the above referenced contract requiring the continued services to the Town of Hempstead as delineated,

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby recognize and approves the name change of United Ag & Turf NE, LLC for the above listed contracts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 38

Case # 29134

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF FORMAL BID NUMBER 14-2022 FOR FOUR (4) 35/65R/33 SETCO SOLID TIRE EXPANDED WHEEL ASSEMBLIES FOR THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Director of Purchasing, on behalf of the Town of Hempstead, publicly solicited bids for Formal Bid #14-2022, for four (4) 35/65R/33 Setco Solid Tire Expanded Wheel Assemblies for the Town of Hempstead, Nassau County, New York; and

WHEREAS, pursuant to such solicitation two bids were received and opened in the Department of Purchasing, on June 2, 2022; and

WHEREAS, the bids were referred to the Commissioner of the Department of General Services (the 'Commissioner') for examination and report as follows:

	APPROX. QTY. UNIT	DESCRIPTION	UNIT PRICE	TOTAL
	4 each	35/65R/33 SETCO Solid Tire Expanded Wheel Assemblies		
Barnwell House of Tires 65 Jeyson Lane Central Islip, New York 11722			\$26,086.75	\$104,347.00
Hempstead Tire 265 Hempstead Turnpike West Hempstead, N.Y. 11552			\$29,995.00	\$119,980.00

WHEREAS, after a review of the bids, the Commissioner recommends the acceptance of the bid submitted by Barnwell House of Tires as fair and reasonable; and

WHEREAS, consistent with the recommendation of the Commissioner, this Town Board finds it to be in the best interest of the Town to accept the bid submitted by Barnwell House of Tires; and

NOW, THEREFORE BE IT,

Item # 39

Case # 29734

RESOLVED, that the Comptroller hereby is authorized to accept the above stated bid with Barnwell House of Tires for an amount not to exceed \$104,347.00 (One Hundred Four Thousand Three Hundred Forty Seven Dollars) with payments to be made from Department of General Services Account Number 010-0001-14900 4140, Auto Expense.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION OF TOH CONTRACT #3-2020 FOR
YEARLY REQUIREMENTS FOR:

Windshields & Other Related Glass Items

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract #3-2020, Yearly Requirements for: Windshields & Other Related Glass Items

WHEREAS,

A&A Auto Glass Plus, Inc.

was the successful bidder and was awarded a contract for the above referenced
services from 1/24/20 to 12/31/21 and;

WHEREAS, following an evaluation of the aforementioned contract it has been
determined that an extension of this contract as contemplated in the specifications of said
bid solicitation and contract award is warranted for the period of 12/31/21 thru 12/31/23
and;

WHEREAS, the Town Board has determined that this extension can be granted
under the terms and conditions set forth and is in compliance with all applicable laws,
ordinances and policies of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension of TOH Contract #
3-2020 Yearly Requirements for: Windshields & Other Related Items for a
period from 12/31/21 thru 12/31/23 to:

A&A Auto Glass Plus, Inc., 211 Sunrise Hwy., Amityville, NY 11701

And; be it further

RESOLVED, that monies due and owing in conjunction with these contracts for a
period delineated, to be paid out of the appropriate department designated expense
accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item #

40

Case #

29734

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDING THE EXTENSION OF TOH CONTRACT#: 19-2021
FOR THE YEARLY REQUIREMENTS FOR:
OFFICE SUPPLIES & FLAGS

WHEREAS, the Division of Purchasing advertised for TOH Contract#: 19-2021 for the Yearly Requirements For: Office Supplies and Flags; and

WHEREAS, following an evaluation of the aforementioned contract it has been determined that an extension of these contracts as contemplated in the specifications of said bid solicitation and contract extensions and is warranted for the period of 4/30/22 through 4/30/23 and;

<u>NAME</u>	<u>BID INFORMATION</u>
1) Conserv Flag Company 1003 Illinois Street Sidney, NE 69162	GROUP VIII
2) The Ray-Block Stationery Co., Inc. 3 Plainfield Avenue Floral Park, NY 11001	GROUPS I-VII

and;

WHEREAS, the Deputy Town Comptroller recommends said bid is in the best interest of the residents of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that TOH Contract #19-2021 for the Yearly Requirements For: Office Supplies and Flags be and is hereby extended for the period of 4/30/22 thru 4/30/23:

And;

BE IT FURTHER

RESOLVED, that Town Comptroller is hereby directed that monies due and owing are to be made and paid out of monies from the appropriate departmental accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 41

Case # 29734

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION & PRICE INCREASE OF TOH CONTRACT #31-2021
FOR YEARLY REQUIREMENTS FOR: Tires

And;

WHEREAS, the Division of Purchasing solicited proposals for TOH Contract #31-2021, Yearly Requirements for Tires and;

WHEREAS,

Hempstead Tire Service

was the successful bidder and was awarded a contract for the above referenced services from 9/23/21 to 8/31/22 and;

WHEREAS, following an evaluation of the aforementioned contract it has been determined that an extension and price increase of this contract as contemplated in the specifications of said bid solicitation and contract extension and price increase is warranted for the period of 9/23/22 through 8/31/23 and;

WHEREAS, the Town Board has determined that this extension and price increase can be granted under the terms and conditions set forth and is in compliance with all applicable laws, ordinances and policies of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension and price increase for TOH Contract #31-2021 Yearly Requirements for Tires for a period from 9/23/22 through 8/31/23 to:

Hempstead Tire Service, 265 Hempstead Tpke., W. Hempstead, NY 11552

And, be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment of the monies due and owing in conjunction with this contract for a period as delineated out of the appropriate departmental accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 42

Case # 29734

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION & PRICE INCREASE OF TOH CONTRACT #41-2020
FOR YEARLY REQUIREMENTS FOR: Retreading & Repair of Pneumatic Tire
Casings

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract #41-2020, Yearly Requirements for Retreading & Repair of Pneumatic Tire
Casings

and;

WHEREAS,

Hempstead Tire Service

was the successful bidder and was awarded a contract for the above referenced
services from 7/7/20 to 6/30/21 and;

WHEREAS, following an evaluation of the aforementioned contract it has been
determined that an extension and price increase of this contract as contemplated in the
specifications of said bid solicitation and contract extension and price increase is
warranted for the period of 6/30/21 through 6/30/23 and;

WHEREAS, the Division of Purchasing has determined that this extension and
price increase can be granted under the terms and conditions set forth and is in
compliance with all applicable laws, ordinances and policies of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension and price increase
for TOH Contract #41-2020 Yearly Requirements for Retreading & Repair of Pneumatic
Tire Casings for a period from 6/30/21 through 6/30/23 to:

Hempstead Tire Service. 265 Hempstead Tpke, W. Hempstead, NY 11552

And, be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make
payment of the monies due and owing in conjunction with this contract for a period as
delineated out of the appropriate departmental accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 213

Case # 29734

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION OF TOH CONTRACT #68-2020
FOR YEARLY REQUIREMENTS FOR: Glass, Repair or Replace

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract#: 68-2020, Yearly Requirements for: Glass, Repair or Replace
and;

WHEREAS,
Alert Glass & Architectural Material Corp.

was the successful bidder and was awarded a contract for the above referenced
services from 9/1/20 to 8/31/22 and;

WHEREAS, following an evaluation of the aforementioned contract it has been
determined that an extension of this contract as contemplated in the specifications of said
bid solicitation and contract extension is warranted for the period of 8/31/22 through
8/31/23 and;

WHEREAS, the Town Board has determined that this extension can be granted
under the terms and conditions set forth and is in compliance with all applicable laws,
ordinances and policies of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension of TOH Contract #:
68-2020 Yearly Requirements for: Glass, Repair or Replace for a period from 8/31/22
through 8/31/23 to:

Alert Glass & Architectural Material Corp, 333 Spur Drive N., Bay Shore, NY 11706

And, be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make
payment of the monies due and owing in conjunction with this contract for a period as
delineated, out of the Appropriate Departmental Accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 214

Case # 29734

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION OF TOH CONTRACT #76-2021
FOR YEARLY REQUIREMENTS FOR: Body Shop Repairs

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract#: 76-2021, Yearly Requirements for: Body Shop Repairs
and;

WHEREAS,
Brookside Auto Center

was the successful bidder and was awarded a contract for the above referenced
services from 9/23/21 to 8/31/22 and;

WHEREAS, following an evaluation of the aforementioned contract it has been
determined that an extension of this contract as contemplated in the specifications of said
bid solicitation and contract extension is warranted for the period of 8/31/22 through
8/31/23 and;

WHEREAS, the Division of Purchasing has determined that this extension can be
granted under the terms and conditions set forth and is in compliance with all applicable
laws, ordinances and policies of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension of TOH Contract #:
76-2021 Yearly Requirements for: Body Shop Repairs for a period from 8/31/22 through
8/31/23 to:

Brookside Auto Center, 2180 Sunrise Hwy., Merrick, NY 11566

And, be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make
payment of the monies due and owing in conjunction with this contract for a period as
delineated, out of the Appropriate Departmental Accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 45

Case # 29734

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION OF TOH CONTRACT #82-2020 FOR
YEARLY REQUIREMENTS FOR:

Sweeper/Plow/Leaf/Spreader Parts & Labor

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract #82-2020, Yearly Requirements for: Sweeper/Plow/Leaf/Spreader Parts &
Labor

WHEREAS,

LI Sanitation Equipment Co.
RW Truck Equipment
Malvese Equipment Co., Inc.

were the successful bidders and were awarded contracts for the above referenced
services from 3/23/21 to 2/28/22 and;

WHEREAS, following an evaluation of the aforementioned contract it has been
determined that an extension of this contract as contemplated in the specifications of said
bid solicitation and contract award is warranted for the period of 2/28/22 thru 2/28/23
and;

WHEREAS, the Town Board has determined that this extension can be granted
under the terms and conditions set forth and is in compliance with all applicable laws,
ordinances and policies of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension of TOH Contract #
82-2020 Yearly Requirements for: Sweeper/Plow/Leaf/Spreader Parts & Labor for a
period from 2/28/22 thru 2/28/23 to:

LI Sanitation Equipment Co.
RW Truck Equipment
Malvese Equipment Co., Inc.

And; be it further

RESOLVED, that monies due and owing in conjunction with these contracts for a
period delineated, to be paid out of the appropriate department designated expense
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 AN EXTENSION OF TOH CONTRACT #91-2021
FOR YEARLY REQUIREMENTS FOR: Maintenance & Repairs of Heat,
A/C Units and Boilers

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract#: 91-2021, Yearly Requirements for: Maintenance & Repairs of Heat,
A/C Units and Boilers

and;

WHEREAS,
Bull-Tech Services

was the successful bidder and was awarded a contract for the above referenced
services from 1/1/20 to 12/31/22 and;

WHEREAS, following an evaluation of the aforementioned contract it has been
determined that an extension of this contract as contemplated in the specifications of said
bid solicitation and contract extension is warranted for the period of 12/31/22 through
12/31/23 and;

WHEREAS, the Town Board has determined that this extension can be granted
under the terms and conditions set forth and is in compliance with all applicable laws,
ordinances and policies of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension of TOH Contract #:
91-2021 Yearly Requirements for Maintenance & Repairs of Heat, A/C Units & Boilers
for a period from 12/31/22 through 12/31/23 to:

Bull-Tech Services, 45 Clinton Ave., Valley Stream, NY 11580

And, be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make
payment of the monies due and owing in conjunction with this contract for a period as
delineated, out of the Appropriate Departmental Accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 47

Case # 29734

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

**RESOLUTION ACCEPTING PROPRIETARY AGREEMENT
TO CREATE ONLINE MANAGEMENT AND PUBLIC ACCESS
CEMETERY MAPPING SYSTEM.**

WHEREAS, the Department of General Services – Cemetery Division has an existing software agreement with DocuFree/CemeteryFind for online cemetery management, digital record keeping and public access; and

WHEREAS, DocuFree/CemeteryFind provides opportunities to expand public access by digitizing and creating an exclusive/proprietary digital interactive map of the grounds and point to point navigation to any lot and its status; and

WHEREAS, DocuFree/CemeteryFind has submitted a proposal of \$8,600 to create and implement a mapping system for Greenfield cemetery and establish a hourly rate of \$200 for miscellaneous cleanup of data, if required; and

WHEREAS, the Department of General Services – Cemetery Division deems this project in the Town's and the public's interest to execute the proposal of DocuFree/CemeteryFind to create an exclusive/proprietary digital interactive map of the grounds and point to point navigation to any lot and its status.

NOW, THEREFORE BE IT;

RESOLVED, that the Department of General Services – Cemetery Division is hereby authorized to execute the proposal of DocuFree/CemeteryFind to create an exclusive/proprietary digital interactive map of the grounds and point to point navigation to any lot and its status with payments to be made from Department of General Services Cemetery Division Account Number 010-0006-88100-4151, Fees and Services.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

48

Case #

17540

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF VARIOUS LOCAL
COMPANY SPONSORSHIP FEES SUBSIDIZING THE TOWN'S 2022
CORNHOLE TOURNAMENT**

WHEREAS, the Town has historically striven to provide top quality exciting sporting events and entertainment for the enjoyment of Town residents; and

WHEREAS, the Town will be hosting a Cornhole Tournament ("Event") at Levittown Hall on Sunday, September 18, 2022, for residents; and

WHEREAS, the Department of Parks and Recreation has sought modest Sponsorship Fees of \$100.00 each from seven (7) different local businesses to support securing a Food Truck Vendor for this Event in exchange for certain related advertising and signage; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends to this Town Board all such Sponsorship Fees identified on Schedule "A" be accepted and correspondingly be allocated to secure the services of Jonathan Pressly-"Franks and Things" as a Food Truck Vendor for this Event; and

WHEREAS, this Town Board finds that the acceptance of such Sponsorship Fees and their allocation to secure Jonathan Pressly-"Franks and Things" as a Food Truck Vendor for the Event is in the best interest of the Town.

NOW, THEREFORE, BE IT

RESOLVED, the Town of Hempstead hereby accepts the aforementioned Sponsorship Fees in order to support securing the services Jonathan Pressly-"Franks and Things" as a Food Truck Vendor for this upcoming Event; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to allocate the aforementioned Sponsorship Fees to pay Jonathan Pressly-"Franks and Things" for its services as a Food Truck Vendor at the Event and charge Parks and Recreation Account number 400-007-7110-2705.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

49

Case #

11377

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION AUTHORIZING A REFUND OF MONEYS TO ALHAGI
CEESAY, IN CONNECTION WITH AN AUCTION FOR OBSOLETE
EQUIPMENT IN THE DEPARTMENT OF PARKS AND RECREATION**

WHEREAS, from time to time, the Department of Parks and Recreation ("Department") declares certain inventory items to be obsolete and no longer of practical value to the Town and seeks authorization for the disposal thereof; and

WHEREAS, pursuant to Resolution #334-2022, duly adopted by this Town Board on March 1, 2022, the Department was authorized to dispose one Hewlett Packard Design Jet T7100 Large Format Printer (the "Printer", serial # MY0CF2900H); and

WHEREAS, the Town of Hempstead does, from time to time, auction obsolete inventory, through its designated vendor, Auctions International, 11167 Big Tree Rd, East Aurora, NY 14052; and

WHEREAS, on or about April 15, 2022, Auctions International listed for auction the aforesaid Printer, auction #28260, with the winning bid submitted on or about April 19, 2022, by Mr. Alhagi Ceesay, for a final bid price of \$160.00; and

WHEREAS, due to logistical difficulties in having the very large printer removed from the Parks Department and a lack of suitable movers provided by Mr. Ceesay, the Department and Mr. Ceesay agreed that it would be appropriate for the money received by the Town from Mr. Ceesay for the printer be refunded; and

WHEREAS, the Commissioner of Parks and Recreation hereby recommends to this Town Board that said refund be approved; and

WHEREAS, this Town Board hereby finds that a refund to Mr. Ceesay in the amount of \$160.00 is warranted under the circumstances and in the best interest of the Town.

NOW, THEREFORE BE IT RESOLVED, that the aforementioned \$160.00 refund to Mr. Ceesay be and hereby is approved subject to the Town's receipt of a duly completed refund claim form and charged to Account number 400-007-7110-2665 (Sale of Equipment).

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item #

50

Case #

9920

CASE No.

RESOLUTION NO.

Adopted:

Councilmember

moved the following resolution's adoption:

RESOLUTION AUTHORIZING A GRANT CONTRACT
WITH THE LONG ISLAND REGIONAL PLANNING
COUNCIL FOR AN AQUACULTURE LEASE/LICENSE
FEASIBILITY STUDY IN HEMPSTEAD BAY

WHEREAS, the Long Island Regional Planning Council ("LIRPC"), 1864 Muttontown Road, Syosset, NY 11791, designated the Town of Hempstead to receive funds from LIRPC pursuant to State Grant Contract No. DEC01-C00173GG-335000 to hire a consultant to prepare a feasibility study of a possible shellfish and seaweed aquaculture lease/license program in Hempstead Bay (the "Grant Contract"); and

WHEREAS, the Commissioner of Conservation & Waterways (the "Commissioner") recommends this Board authorize such Grant Contract as is in the best interest of the Town and its residents to facilitate a better understanding of any potential locations and regulations associated with the implementation of an aquaculture leasing or licensing program; and

WHEREAS, in order to receive the grant funding, documents including, without limitation, a grant application, grant agreement, grant agreement modifications, grant agreement extensions, and procurement and budget plans must be executed by various Town employees;

NOW, THEREFORE, BE IT

RESOLVED, the Grant Contract with LIRPC is authorized, and the Commissioner, the Town Attorney, and the Town Comptroller are authorized to execute any document(s) necessary to apply for, receive, and effect the Grant Contract; and, be it further,

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NAYS:

Item #

51

Page 1 of 1

Case #

26493

Contract

This Contract ("Contract") is between the **Long Island Regional Planning Council ("LIRPC")** located at 1864 Muttontown Road, Syosset, NY 11791; and

The Town of Hempstead ("Town"), a municipal corporation of the State of New York, acting through its duly constituted Department of Conservation and Waterways ("**The Department**") having an address at 1 Washington Street, Hempstead, N.Y. 11550.

The Town has been designated to receive funds from LIRPC pursuant to State Grant Contract No. DEC01-C00173GG-3350000 ("**Grant Contract**") to hire a consultant to prepare a feasibility study of possible shellfish and seaweed aquaculture in Hempstead Bay.

Term of Contract: June 15, 2022 to December 31, 2023.

Total Cost of the Contract: Shall be no cost to the Town as set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits, attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed the Contract as of the latest date written below.

LONG ISLAND REGIONAL PLANNING COUNCIL

Town of Hempstead

By: _____

By: _____

John D. Cameron, Jr.
Chair

Date: _____

Date: _____

Fed Tax ID #:

Reviewed and Recommended:

By: _____

Richard V. Guardino, Jr.
Executive Director

Date: _____

List of Articles & Exhibits

Article I

Description of Services

Article II

Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Terms Related to the Grant Contract
7. Insurance
8. State Agencies and Officials
9. Specific Payment Terms and Conditions

Exhibit 1

LIRPC Terms and Conditions

1. Elements and Interpretation
2. Meanings of Terms
3. Town Responsibilities
4. Reserved
5. Notifications
6. Documentation of Professional Standards
7. Termination
8. Indemnification and Defense
9. Reserved
10. Independent Contractor
11. Severability
12. Merger; No Oral Changes
13. Non-Discrimination in Services
14. Nonsectarian Declaration
15. Governing Law
16. No Waiver
17. Conflicts of Interest
18. Cooperation on Claims
19. Confidentiality
20. Assignment and Subcontracting
21. No Intended Third Party Beneficiaries
22. Record Retention
23. Notice

Article I
Description of Services

Whereas, the State of New York authorized the development of the Long Island Nitrogen Action Plan (LINAP); and

Whereas, the LIRPC, the New York State Department of Environmental Conservation (NYSDEC), Nassau, and Suffolk Counties have partnered to develop LINAP; and

Whereas, the scope of LINAP includes an evaluation of potential bioextraction activities; and

Whereas, bioextraction activities to be evaluated include aquaculture programs; and

Whereas, the establishment of a properly planned and implemented aquaculture program in the Town of Hempstead (Town) will enable the Town to achieve improvements in water quality, a reduction of nitrogen levels and a generation of economic activity in marine related businesses; and

Whereas, Cashin Associates, P.C. has submitted to the Town a Proposal for the Preparation of an Aquaculture Lease/License Feasibility Study in Hempstead Bay; and

Whereas, the LIRPC approved Resolution 2022-108 at the May 12, 2022 meeting authorizing an agreement with the Town to transfer LINAP grant funds to the Town to retain Cashin Associated, P.C. for preparation of an Aquaculture Lease/License Feasibility Study; and

Whereas, the Town has agreed to provide the services as set forth herein;

Now Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Conflicting Provisions

In the event of any conflict between this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

2. Services

The LIRPC shall transfer to the Town \$200,000 to retain Cashin Associates, PC as a consultant to prepare an Aquaculture Lease/License Feasibility Study.

The Town shall oversee and supervise Cashin Associates, P.C. during the course of its contract with the Town.

The Cashin Associates, P.C. work plan is described in their proposal to the Town of Hempstead Conservation and Waterways entitled "Proposal for Preparation of Aquaculture Lease/License Feasibility Study dated December 2021. The Proposal is attached hereto as Exhibit 2 and made a part hereof.

Article II
Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail, unless it is expressly stated in the conflicting provision in this Article II that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Project Costs Paid

In order to justify advances outlined in paragraph 10 of Article II, the Town shall provide LIRPC with copies of all paid Payment Vouchers (Voucher) submitted by the selected consultant or team, which shall be documented by sufficient, competent and evidential matter. Each Payment Voucher submitted for payment by the selected consultant or team is subject to audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 22 of Exhibit 1, and paragraph 4(b) of Article II.

b. Voucher Documentation

The Payment Voucher submitted by the selected consultant or team shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with this Contract. Not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of this Contract, the Town shall furnish the LIRPC with detailed documentation in support of the payment for the Services or expenditures, e.g., dates of the Service, activities, hours worked, and pay rates for all Services. The Payment Voucher shall include time records, certified by the selected consultant or team as true and accurate, of all personnel for whom expenditures are claimed during the period. All Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Town in accordance with any contract entered pursuant to the award of the RFP must be documented.

c. Payment by Town to selected consultant or Team

Funds advanced to the Town by the LIRPC pursuant to this Contract shall not be used for any purpose other than for payment to the selected consultant or team pursuant the contract awarded by RFP.

3. Agreement Subject to Appropriation of Funds

- a. The Contract is subject to the amount of funds available to LIRPC through the State Grant and no liability shall be incurred by the LIRPC beyond the amount of funds available through the State Grant.
- b. If LIRPC fails to receive State funds originally intended to pay for the Services, or to reimburse the Town, in whole or in part, for payments made for the Services, the LIRPC shall have the sole and exclusive right to:
 - i. Determine how to pay for the Services;
 - ii. Determine future payments to the Town; and
 - iii. Determine what amounts, if any, are reimbursable to the Town and the terms and conditions under which such reimbursement shall be paid.

4. Accounting Procedures

- a. The Parties shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives. The Town shall permit inspection and audit of such accounts, books, records, documents and other evidence by the LIRPC, or its representatives, as often as, in their judgement, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.
- b. The Parties shall retain all accounts, books, records, and other documents relevant to the Contract for (7) years after final payments are made by LIRPC. Federal, State, and/or other auditors and any persons duly authorized by LIRPC shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for these records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

5. Audit

- a. All payments made under the Contract are subject to audit. If an audit discloses overpayments by the LIRPC to the Town within thirty (30) days after the issuance of an official audit report, the Town shall repay the amount of overpayment by check to the order of the LIRPC or shall submit a proposed plan of repayment. If there is no response, or if satisfactory repayments are not made, the LIRPC may recoup overpayments from any amounts due or becoming due to the Town under the Contract or any other Fund Source.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 22 of Exhibit 1, and paragraph 4(b) of Article II.

The Town shall comply with the terms of the New York State Master Grant Contract Number DEC01-C000173GG-3350000.

End of Text Article I

6. Terms related to Grant Contract

- a. The Town shall provide the Services in accordance with Section 2 of Article 1 of this Contract and the Grant Contract which is hereby incorporated by reference. The Town hereby acknowledges receipt of copies of the Grant Contract and agrees to comply with requirements applicable to it in the Grant Contract and shall cooperate with LIRPC in all respects necessary or appropriate to enable LIRPC to comply with the requirements of the Grant Contract applicable to LIRPC.
- b. In addition to paragraph 8 of Exhibit 1 of this Contract, the following shall apply. The Town hereby acknowledges and understands that the Grant Contract requires the LIRPC to be responsible for the acts and omissions of the Town and to indemnify and to hold harmless the State of New York for claims, suits, actions, damages, and costs of every nature arising out of or related to the services to be rendered by the Town pursuant to the Grant Contract and this Contract. The Town hereby agrees that any liability imposed upon the LIRPC arising out of or in connection with the Grant Contract caused by the negligence or any acts or omissions of the Town, shall be covered by and subject to Indemnification and Defense under Paragraph 8 of Exhibit 1 of this contract.
- c. The Town agrees that the services performed herein are in accordance with the terms of the Grant Contract; that nothing contained in this Contract shall impair the rights of the State under the Grant Contract; and that nothing in this Contract nor under the Grant Contract shall be deemed to create any contractual relationship between Town and the State.

7. Insurance

The Town is a municipal corporation which has a self-insurance program under which it acts as a self-insurer for any required insurance coverage and shall provide proof acceptable to the LIRPC of such self-funded coverage.

8. State Agencies and Officials

The parties agree that the selected consultant or team shall be required to attend one or more meetings with members of the LIRPC Project Management Team and involved state agencies including but not limited to the New York State Department of Environmental Conservation.

9. Specific Payment Terms and Conditions

The LIRPC shall advance to the Town a total of \$200,000 in three payments. The first advance of \$90,000 shall be made upon the execution of the contract. The second advance of \$90,000 will be paid when Town has documented to the LIRPC all cost documentation necessary to support the expenditure of at least ninety percent (90%) of the previous advance of \$90,000. The final advance of \$20,000 shall be made upon receipt of the final feasibility study from the consultant.

END OF TEXT FOR ARTICLE II

**Exhibit 1
LIRPC Terms and Conditions**

1. Elements of Interpretation

As used throughout the Contract:

- a. Words of the masculine genre shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships, (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.
- b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

“Contract” means all terms and conditions herein forming all rights and obligations of the Town and the Long Island Regional Planning Council.

“Town” means the Town Hempstead.

“LIRPC” means the Long Island Regional Planning Council.

“Event of Default” means

- a. The Town’s failure to comply with any applicable Federal, State or local law, rule, or regulation, LIRPC policies or directives; or
- b. The Town’s failure to cooperate in an Audit; or
- c. The Town’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the LIRPC; or
- d. The inability of the LIRPC or the Town to obtain Federal or State funds due to any act or omission of the Town.

“Federal” means the United States government, its departments, and agencies.

“Fund Source” means any direct or indirect sum payable to the Town by the LIRPC pursuant to any lawful obligation.

“Services” means all that which the Town must do, and any part thereof arising out of, or in connection with, the Contract as described in Article I “Description of Services.”

“State” means the State of New York.

“Term” means the time period set forth in the Contract.

3. Town Responsibilities

- a. It shall be the duty of the Town to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of LIRPC in accordance with the provisions of the Contract.
- b. The Town shall promptly take all action as may be necessary to render the Services.
- c. The Town shall not take any action that is inconsistent with the provisions of the Contract.

4. Reserved

5. Notifications

- a. The Town shall immediately upon learning, notify the LIRPC, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license or certification (collectively, the “license”) held by the selected consultant or team necessary to qualify him or her or it to perform the Services.
- b. In the event that the selected consultant or team is no longer licensed to perform the Services, or the license is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Town to contact the LIRPC, in writing, no later than five (5) days after the Town learns of such restriction, suspension, or revocation.

6. Documentation of Profession Standards

The Town shall require the selected consultant or team to maintain on file all records that demonstrate that it has complied with paragraph 5 above. Such records shall contain a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing. The address of the location of the aforesaid records and documents shall be provided to the LIRPC no later than the date of execution of the Contract with the selected consultant or team. Such documentation shall be kept, maintained, and available for inspection by the LIRPC upon twenty-four (24) hours’ notice.

7. Termination

a. Thirty Days Termination

The LIRPC and/or the Town shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate provided, however, that no such termination shall be effective unless the Town is given at least thirty (30) days’ notice.

b. Event of Default; Termination on Notice

If the Town defaults under any other provision of the Contract, the LIRPC may terminate the Contract, on not less than five (5) days' notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 25 of this Exhibit 1.

8. Indemnification and Defense

- a. The Town shall, as required by the Grant Contract, protect, indemnify, and hold harmless the LIRPC, their agents, servants, official, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs and expenses caused by the negligence or any acts of omissions of the Town or the selected consultant or team, including reimbursement of the cost of reasonable attorney's fees incurred by the LIRPC, their agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.
- b. The Town hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Town agrees that is shall protect, indemnify, and hold harmless the LIRPC, their agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorney's fees incurred by the LIRPC, their agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.
- c. The Town shall defend the LIRPC, its agents, servants, officials, and employees in any action or proceeding, including appeals, arising out of or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the LIRPC's option, the LIRPC may defend any such proceeding or action and require Town to pay reasonable attorney's fees or salary costs for the defense of any such suit.

9. Reserved

10. Independent Contractor

The Town is not, and shall never be, considered an employee of the LIRPC for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the LIRPC and the Town or the Town and the LIRPC, as the case may be.

11. Severability

It is expressly agreed that is any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such terms or provision to persons or circumstances other than those as

to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

12. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

13. Non-Discrimination in Services

- a. The Town shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:
 - i. deny any individual the Services provided pursuant to the Contract; or
 - ii. provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
 - iv. restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract

- b. The Town shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:
 - i. the Services to be provided, or
 - ii. the class of individuals to whom, or the situations in which, the Services will be provided, or
 - iii. the class of individuals to be afforded an opportunity to receive the Services.

14. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

15. Governing Law

The Contract shall be governed by and constructed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Nassau County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Nassau County.

16. No Waiver

It shall not be construed that any failure or forbearance of the LIRPC to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

17. Conflicts of Interest

The Town shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in activity that creates a substantial conflict between its obligations under the Contract and its private interests. The Town is charged with the duty to disclose to the LIRPC the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made after full disclosure is obtained.

18. Cooperation on Claims

The Town and the LIRPC shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

19. Confidentiality

Any document of the LIRPC, or any document created by the Town and used in rendering the Services, shall remain the property of the LIRPC and shall be kept confidential in accordance with applicable laws, rules, and regulations.

20. Assignment and Subcontracting

- a. The Town shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, or otherwise dispose of the Contract, or any of its right, title, or interest therein, or its power to execute the Contract, or assign all or any portion of the moneys that may be due or become due hereunder, (collectively referred to in this paragraph as "Assignment"), to any other person, entity or thing without the prior written consent of the LIRPC, and any attempt to do any of the foregoing without such consent shall be void ab initio. The consent of the LIRPC to an Assignment may be withheld for any reason.
- b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the LIRPC requires. No approval of any Assignment shall be construed as enlarging any obligation of the LIRPC under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Town under the Contract shall provide for, or otherwise be construed as, releasing Town from any term or provision of the Contract.

21. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the LIRPC (where applicable) and the Town. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

22. Record Retention

The Town shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payments are made by the Town. Federal, State, LIRPC Auditors and any persons duly authorized by the LIRPC shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets, and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for New York False Claims Act (New York False Claims Act Section 192) is ten (10) years.

23. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail, or personally delivered during business hours as follows: 1.) to the Town at the address on page 1 of the Contract and 2.) to the LIRPC, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Town relating to a legal claim shall be immediately sent to the LIRPC.

END OF TEXT FOR EXHIBIT 1

Exhibit 2

**Cashin Associates, P.C.
Proposal for Preparation of Aquaculture Lease/License Feasibility Study**

AUTHORIZING A SURETY BOND COVERING JOHN A. COOLS OF SANITARY DISTRICT NO. 2, OF THE TOWN OF HEMPSTEAD, NEW YORK.

ADOPTED:

On the motion of _____ and adopted upon roll call ,
BE IT

RESOLVED, in accordance with the provisions of Section 214 of Article 13 of the Town Law, the Bond No. 71306502 given by JOHN A. COOLS with Western Surety Company in the sum of \$250,000.00 as Commissioner in and for SANITARY DISTRICT NO. 2 TOWN OF HEMPSTEAD, NEW YORK commencing JULY 31, 2022 and ending JULY 31, 2027, is hereby approved as to form, manner of execution and sufficiency of surety therein.

AYES:

NOES:

Item # 52

Case # 176

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DECREASE OF THE 2022 GENERAL FUND ANIMAL SHELTER PART TIME WAGES EXPENSE ACCOUNT AND THE INCREASE OF THE 2022 GENERAL FUND ANIMAL SHELTER HEALTH EXPENSE ACCOUNT .

RESOLVED, that the Supervisor be and he hereby is authorized to effect the following:

Decrease:	010-0002-35100-1012 Part Time Wages	\$175,000.00
Increase:	010-0002-35100-4900 Health Expense Account	\$175,000.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 53
Case # 4796

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDING THE CONTRACT FOR THE PICK-UP, REMOVAL AND STORAGE OF ABANDONED VEHICLES WITHIN THE TOWN OF HEMPSTEAD

WHEREAS, the Division of Purchasing on behalf of the Department of Highways, advertised for bids for the pick-up, removal and storage of abandoned vehicles for all Nassau County Police Departments within the Town of Hempstead; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the Office of the Town Comptroller Purchasing Division on August 18th, 2022; and

WHEREAS, the following bids were received by the Commissioner of the Department of Highways for review and recommendation:

<u>Bidder</u>	<u>Price to be paid to the Town for each vehicle</u>
Vintage Auto Body Inc 81 Urban Avenue Westbury, NY 11590	\$226.50
Collision Depot 600 Atlantic Avenue Oceanside, NY 11572	\$175.00
A1 HR Towing & Transport Inc 9 Neil Court Oceanside, NY 11572	\$126.00
Xpress Towing 309r Peninsula Boulevard Hempstead, NY 11550	\$125.00
All County Towing 66 E. Merrick Road Freeport, NY 11520	\$125.00

and;

WHEREAS, the Commissioner of Highways reported the bid of Vintage Auto Body Inc in the sum of \$226.50 was the highest bid to be paid to the Town of Hempstead; and it appears that said bidder is duly qualified;

NOW THEREFORE, BE IT,

RESOLVED, the contract proposal of Vintage Auto Body Inc of 81 Urban Avenue, Westbury, New York 11590, in the sum of \$226.50 for the pick-up, removal and storage of abandoned vehicles within the Town of Hempstead be accepted; and be it

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

RESOLVED, that the Comptroller be and he hereby is authorized to make deposits under the proposal with the successful bidder to the account 041-003-5110-2650.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # 54

NOES:

Case # 30746

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID FOR
ROADWAY RECONSTRUCTION OF MIRABELLE AVENUE,
WESTBURY, TOWN OF HEMPSTEAD, NEW YORK, PW# 12-22

WHEREAS, the Commissioner of the Department of General Services (the "Commissioner") solicited bids for Roadway Reconstruction, Mirabelle Avenue, Westbury, Town of Hempstead, Nassau County, New York; PW# 12-22 (the "Project"); and

WHEREAS, pursuant to such solicitation, bids were publicly opened and read aloud in the office of the Commissioner on August 11, 2022; and

WHEREAS, the Commissioner of Engineering reported that the lowest bid was received from Stasi Industries in the amount of \$1,146,360.00, however, said bidder has not fully complied with Chapter 3 of the Town Code, Apprenticeship Training for Town of Hempstead Contracts, thus said bidder is not deemed qualified; and

WHEREAS, the Commissioner of the Department of Engineering reported that the second lowest bid was received from Valente Contracting Corp., 77 Jackson Avenue, Mineola, New York, 11501, in the sum of \$1,167,095.00, and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

WHEREAS, consistent with the recommendation of the Commissioner of the Department of Engineering, the Town Board desires to authorize the Award of a Contract for the Project to Valente Contracting Corp., as the lowest responsible bidder at the bid price of \$1,167,095.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby Awards a Contract for the Project to Valente Contracting, 77 Jackson Avenue, Mineola, New York, 11501, as the lowest responsible bidder at the bid price of \$1,167,095.00; and be it further

RESOLVED, that upon execution of the Contract by Valente Contracting, the required Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the Contract; and be it further

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead the Agreement with Valente Contracting Corp., and authorizes and directs the Comptroller to pay the actual cost of the Project in accordance with the Contract and in the amount not to exceed \$1,167,095.00 with payments to be made from the Town Highway Capital Improvement Funds, Account No.: 9561-503-9561-5010.

AYES:

NOES:

Item #

55

Case #

28692

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID PROPOSAL FOR THE 2022 PEDESTRIAN ACCESS RAMP INSTALLATION PROGRAM, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, PW# 13-22

WHEREAS, the Commissioner of General Services (the "Commissioner") advertised for bids for The 2022 Pedestrian Access Ramp Installation Program, Town of Hempstead, Nassau County, New York, PW# 13-22 (the "Project"); and

WHEREAS, the bids submitted pursuant to such advertisement were publicly opened and read aloud in the office of the Commissioner on August 18, 2022; and

WHEREAS, the Commissioner of Engineering reported that the lowest bid was received from BGJ Concrete in the amount of \$850,400.00, however, said bidder has not fully complied with Chapter 3 of the Town Code, Apprenticeship Training for Town of Hempstead Contracts, thus said bidder is not deemed qualified; and

WHEREAS, the Commissioner of Engineering reported that the second lowest bid was received from Valente Contracting Corp., 77 Jackson Avenue, Mineola, NY, 11501 in the sum of \$1,144,075.00 and recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified; and

WHEREAS, consistent with the recommendation of the Commissioner of the Department of Engineering, the Town Board desires to authorize the Award of a Contract for the Project to Valente Contracting Corp., as the lowest responsible bidder at the bid price of \$1,144,075.00.00

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby Awards a Contract for the Project to Valente Contracting Corp., 77 Jackson Avenue, Mineola, NY, 11501, as the lowest responsible bidder at the bid price of \$1,144,075.00; and be it further

RESOLVED, that upon execution of the Contract by Valente Contracting Corp., the required Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the Contract; and be it further

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead the Agreement with Valente Contracting Corp. and authorizes and directs the Comptroller to pay the actual cost of the Project in accordance with the Contract and in the amount not to exceed \$1,144,075.00 with payments to be made from the Town Highway Capital Improvement Funds, Account No.: 9600-503-9600-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

56

Case #

21364

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING THE BID FOR THE
CONSTRUCTION OF STORMWATER DRAINAGE
IMPROVEMENTS IN THE TOWN OF HEMPSTEAD
HIGHWAY YARD, ROOSEVELT, NEW YORK, PW# 58-21

WHEREAS, the Commissioner of General Services (the "Commissioner"), on behalf of the Department of Highways (the "Department") advertised for bids for the construction of stormwater drainage improvements in the Town of Hempstead Highway Yard, Roosevelt, New York, PW# 58-21; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner on July 14, 2022; and

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

<u>Contractor</u>	<u>Total</u>
Macedo Contracting Services, Inc.	\$1,869,975.00
AJ Contracting of N.Y. LLC	\$1,936,900.00
Stasi Industries, Inc.	\$2,051,720.00
ASC Contracting Corp.	\$2,148,505.10
J Anthony Enterprises	\$2,226,765.00

WHEREAS, the Commissioner of Highways reported the bid of Macedo Contracting Services, Inc. of 39 Lawrence Drive, Nesconset, New York 11767 for \$1,869,975.00 was the lowest bid received and it appears that said bidder is duly qualified; and

WHEREAS, on the recommendation of the Engineering Consultant and the Commissioner of Highways, the Town Board deem it to be in the public interest that the above listed bid be accepted; and

NOW THEREFORE, BE IT,

RESOLVED, that the Town Board hereby awards a contract for PW# 58-21 to Macedo Contracting Services, Inc. of 39 Lawrence Drive, Nesconset, New York 11767, as the lowest responsible bidder at its bid price of \$1,869,975.00; and be it

FURTHER RESOLVED, that upon execution of the contract by Macedo Contracting Services, Inc., the required Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with this contract; and be it

FURTHER RESOLVED; that the Commissioner is hereby authorized to execute the contract documents, if any, and the Comptroller is hereby authorized and directed to make payments to the Contractor pursuant to the Contract Proposal from Highway Capital Account Number: 9595-503-9595-5010 and Highway Infrastructure Grant Account Number: 9586-503-9586-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 57

Case # 19438

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO. 1547-2015 AND 1149-2020
AUTHORIZING THE EMPLOYMENT OF D & B ENGINEERS AND ARCHITECTS,
P.C. FOR CONSULTING SERVICES PERTINENT TO THE EAST BALDWIN ROAD
RAISING IMPROVEMENTS PROJECT IN BALDWIN, TOWN OF HEMPSTEAD,
NASSAU COUNTY, NEW YORK

WHEREAS, pursuant to Resolution 1547-2015 (the "Resolution"), duly adopted by the Town Board on December 8, 2015 the Town entered into an agreement (the "Original Agreement") with D & B Engineers and Architects, P.C. (the "Consulting Engineer") for Consulting Services Pertinent to The East Baldwin Road Raising Improvements Project in Baldwin, Town of Hempstead, Nassau County, New York (the "GOSR Project") with funding delivered through the New York Rising Community Reconstruction Program (NYRCR) within the New York State Governor's Office of Storm Recovery (GOSR) in the amount of \$303,860.88 (the "Contract Amount"); and

WHEREAS, pursuant to Resolution 1149-2020, duly adopted by the Town Board on November 17, 2020 the Town Amended the Original Agreement to increase the funding to add an additional \$111,700.00 for a total not to exceed \$415,560.88; and

WHEREAS, the Commissioner of the Department of Engineering (the "Commissioner") has recommended that the Town further amend the Original Agreement with the Consulting Engineer to provide an increase in funding for additional Construction Administration and Inspection services, necessitated by an accelerated construction schedule to meet GOSR NYRCR deadlines, during the phase of the Project (the "Additional Work") in the amount of \$88,000.00 for a total cost not to exceed \$503,560.88 ; and

WHEREAS, the additional funds required for the increase in funding are available through the GOSR NYRCR program; and

WHEREAS, the Commissioner has recommended that the Town Board amend the Resolution to authorize the Amendment to the Original Agreement; and

WHEREAS, upon the recommendation of the Commissioner, this Board finds it to be in the best interest of the Town to amend the Resolution to authorize the Amendment to the Original Agreement;

NOW THEREFORE, BE IT

RESOLVED, that the Resolutions are amended and the Amendment to the Original Agreement be and hereby is authorized; and be it further

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

RESOLVED, the Comptroller be and hereby is authorized and directed to pay the additional costs of the Amendment in the amount of \$88,000.00 with a total cost not to exceed \$503,560.88 with payments to be reimbursed by GOSR.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item # 58
Case # 21731

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO 695-2018 AUTHORIZING THE EMPLOYMENT OF LiRo ENGINEERS INC., FOR CONSULTING SERVICES PERTINENT TO OCEANSIDE DRAINAGE IMPROVEMENTS AND OCEANSIDE ROAD RAISING AT CARREL BOULEVARD AREA, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, pursuant to Resolution No 695-2018, duly adopted by the Town Board on May 22, 2018 the Town entered into an agreement (the "Original Agreement") with LiRo Engineers, Inc. for Consulting Services Pertinent to Oceanside Drainage Improvements and Oceanside Road Raise at Carrel Boulevard Area with funding delivered through the New York Rising Community Reconstruction Program (NYRCR) within the New York State Governor's Office of Storm Recovery (GOSR) in the amount of \$475,113.25 (the "Contract Amount"); and

WHEREAS, the Commissioner of the Department of Engineering (the "Commissioner") has recommended that the Town amend the Original Agreement to provide an increase in funding for the cost of designing fifty eight (58) additional Property Restoration Plans (temporary easements) as required to meet the new elevations of the raised roadway (the "Additional Services"); and

WHEREAS, the Additional Services necessitate an increase in the Contract Amount under the Original Agreement by \$24,000.00 for a total not to exceed the cost of \$499,113.25 (the "Amendment"); and

WHEREAS, the additional funds required for the increase in funding are available through the GOSR NYRCR program; and

WHEREAS, the Commissioner has recommended that the Town Board authorize the Amendment; and

WHEREAS, upon the recommendation of the Commissioner, this Board finds it to be in the best interest of the Town to authorize the Amendment;

NOW THEREFORE, BE IT

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

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

RESOLVED, the Comptroller be and hereby is authorized and directed to pay the additional costs of the Amendment with a total cost not to exceed \$499,113.25 with payments to be reimbursed by GOSR.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 59
Case # 23468

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF NASSAU FOR THE PURPOSE OF UNDERTAKING A COMMUNITY DEVELOPMENT PROGRAM UNDER TITLE 1 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, FOR THE 48th PROGRAM YEAR, WITH AN EFFECTIVE DATE OF SEPTEMBER 1, 2022

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

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

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

WHEREAS, the Secretary of the U.S. Department of Housing and Urban Development has approved an application for Community Development Block Grant Funds, under Title 1 of the Housing and Community and Development Act of 1974, as amended, submitted by the County and participating municipalities for the 48th Program Year, Federal Fiscal Year 2022; and

WHEREAS, the TOWN OF HEMPSTEAD deems it to be in the public interest for the TOWN OF HEMPSTEAD to enter into said proposed Agreement for the purpose of undertaking project activities therein set forth, under Title 1 of the Housing and Community Development Act of 1974, as amended, for the 48th Program Year, Federal Fiscal Year 2022, commencing September 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the TOWN OF HEMPSTEAD enter into an Agreement between the TOWN OF HEMPSTEAD and the COUNTY OF NASSAU for the purpose of undertaking project activities under Title 1 of the Housing and Community Development Act of 1974, as amended, for the 48th Program Year, Federal Fiscal Year 2022, effective September 1, 2022, to be completed by August 31, 2025, pursuant to 24 CFR 507.503(b)(1); and

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

The vote on the foregoing resolution was recorded as follows:

AYES: ()

NOES: ()

Doc. No. 22-022
August 25, 2022

Item # 60

Case # 18625

CASE No.

RESOLUTION NO.

Adopted:

Council(woman)
its adoption:

offered the following resolution and moved

**RESOLUTION AUTHORIZING THE EXECUTION OF
CERTAIN DOCUMENTS RELATIVE TO A GRANT
APPLICATION FOR RESTORE-EMERGENCY REPAIR
GRANT FOR SENIORS (2022)**

WHEREAS, grant funding for RESTORE-Emergency Repair Grant for Seniors (2022) is available through New York State Homes and Community Renewal, which grant funding must be applied for in accordance with certain policies and procedures established by Office of Community Renewal; and

WHEREAS, it is the opinion of the Commissioner of the Department of Planning and Economic Development that pursuing such grant funding is in the best interest of the Town and its residents because the grant funding will facilitate residential emergency services to offer home repairs to the elderly; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby finds that the pursuit of RESTORE-Emergency Repair Grant for Seniors (2022) grant funding is a worthwhile endeavor that is in the best interest of the Town and its residents

and, **BE IT FURTHER**

RESOLVED, that the Commissioner of the Department of Planning and Economic Development, the Town Attorney, and the Town Comptroller are hereby authorized to execute any document necessary to apply for and receive RESTORE-Emergency Repair Grant for Seniors (2022) grant funding.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NAYS:

Item #

61

Case #

26493

CASE NO.

RESOLUTION NO.

ADOPTED:

adoption: Councilmember moved the following resolution's

RESOLUTION AMENDING TBR ##355-2020 & 1327-2018 ACCEPTING THE PROPOSAL OF H2M ACHITECTS + ENGINEERS AND AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF WATER TO EXECUTE A CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO ELECTRICAL IMPROVEMENTS AND TREATMENT SYSTEM DESIGN, EAST MEADOW WELL 11, EAST MEADOW WATER DISTRICT, NEW YORK

WHEREAS, H2M Architects + Engineers (the "Consultant") was retained to perform the services necessary to provide plans and specifications, supervision and design, and to obtain permits and approvals necessary, to upgrade the electrical system and new treatment system construction at Well 11 in the East Meadow Water District under Town Board Resolution No. 1327-2018 adopted on October 3, 2018; and

WHEREAS, on February 25, 2020 this Board adopted Resolution No. 355-2020, which amended TBR #1327-2018, to include design work and pilot testing of treatment systems to meet the New York State Department of Health proposed water quality regulations which require additional treatment modifications and systems on Well 11 and the blending of the waters of Well 5 to meet proposed standards and satisfactorily complete the design work necessary for the aforementioned project; and

WHEREAS, the construction contracts for the proposed project have been bid and are now progressing into the construction phase requiring contract management, inspection and representation for the regulatory approvals from the Department of Health upon start-up to operate (the "Services"), said Services requiring a professional engineering firm to perform and certify; and

WHEREAS, the Consultant in a letter dated May 6, 2022 proposes to perform the Services for a total additional fee of \$540,002.50 (five hundred forty thousand two dollars and fifty cents), for a total amended contract cost not to exceed \$1,116,612.50 (one million one hundred sixteen thousand six hundred twelve dollars and fifty cents) (the "Amendment"); and

WHEREAS, the Water Commissioner advises this Board that the Services are necessary to obtain approvals from the Department of Health to return Well 11 to service and install the required and necessary treatment on Wells 5 and 11, and recommends this Board accordingly amend TBR # 355-2020 and 1327-2018 to authorize the Amendment;

NOW, THEREFORE, BE IT

RESOLVED, TBR #1327-2018 and 355-2020 are amended only in so far as to authorize the Services and Amendment with the Consultant, and the Water Commissioner is authorized and directed to execute the Amendment and any other documents necessary to effect the Services and the Amendment; and be it further,

RESOLVED, the Town Comptroller is hereby directed to make additional payments to the Consultant according to the Amendment of such sums as from time to time may be required, such fees to be paid from and charged against the East Meadow Water District Account 8696-507-8696-5010, not to exceed a total additional fee of \$540,002.50 (five hundred forty thousand two dollars and fifty cents), with a total amended contract cost not to exceed \$1,116,612.50 (one million one hundred sixteen thousand six hundred twelve dollars and fifty cents)

Item #

62

Page 1 of 2

Case #

26420

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

Council(wo)man

moved the following resolution's adoption:

**RESOLUTION AMENDING TBR #139-2022
TO CORRECTLY STATE THE VENDOR'S
NAME AS BUSPATROL AMERICA, LLC**

WHEREAS, TBR #139-2022 incorrectly stated the vendor-entity's name as BusPatrol, LLC when the vendor-entity's name is BusPatrol America, LLC;

NOW, THEREFORE, BE IT

RESOLVED, TBR #139-2022 is amended only to change the vendor-entity's name to BusPatrol America, LLC, and all other aspects of TBR #139-2022 shall remain in effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

63

Case #

Page 1 of 1
30012

Case No.

Resolution No.

Adopted:

Councilmember

moved the following resolution's adoption:

RESOLUTION AUTHORIZING OPT-IN AGREEMENTS WITH SCHOOL DISTRICTS AND BUSPATROL AMERICA, LLC TO PARTICIPATE IN THE TOWN OF HEMPSTEAD'S SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

WHEREAS, this Board adopted Hempstead Town Code Chapter 186 "Failure to Stop for School Buses" pursuant to N.Y. Veh. & Traf. Laws §1174-a to establish a demonstration program imposing liability on owners of vehicles for failure of the operators thereof to comply with N.Y. Veh. & Traf. Laws §1174 (the "Program"); and

WHEREAS, N.Y. Veh. & Traf. Laws §1174-a authorizes the Town to install and operate school bus photo violation monitoring systems under the Program pursuant to an agreement with a school district on school buses owned and/or operated by such school district; and

WHEREAS, this Board authorized and approved an agreement with BusPatrol America, LLC, 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079 ("BusPatrol") under TBR #139-2022 to assist the Town's administration of the Program; and

WHEREAS, the Bellmore School District, Bellmore-Merrick CHSD, East Meadow, Elmont, Floral Park-Bellerose, Franklin Square, Garden City, Island Park, Island Trees, Jericho, Levittown, Long Beach, Malverne, Merrick, North Bellmore, North Merrick, Oceanside, Seaford, Uniondale, Valley Stream, Wantagh, West Hempstead, and Westbury School Districts (collectively the "School Districts") each executed an "Opt-In Agreement to Participate in the Town of Hempstead, New York/BusPatrol School Bus Stop Arm Enforcement Program" (the "Agreements") with BusPatrol, and the Town Board must also authorize the Agreements with the School Districts pursuant to N.Y. Veh. & Traf. Laws §1174-a; and

WHEREAS, the Town Attorney's Office and the Department of Public Safety recommend this Board authorize and approve the Agreement;

NOW, THEREFORE, BE IT

RESOLVED, the Agreements with the aforementioned School Districts for the Program are authorized and approved, and the Commissioner of Public Safety is authorized to execute the Agreement and any other necessary documents to effect the Agreement.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 64
Page 1 of 1
Case # 30612



Bellmore Union Free School District Administrative Offices
580 Winthrop Avenue, Bellmore, NY 11710
516-679-2910 – FAX 516-679-3027 www.bellmoreschools.org

BOARD OF EDUCATION

August 10, 2022

Janet Goller
President

To Whom It May Concern:

Maryanne Kelly
Vice President

At the reorganization meeting of the Bellmore UFSD Board of Education held on July 5, 2022, Mrs. Blane proposed the adoption of the following resolution which was seconded by Mrs. Cerverizzo and unanimously approved 4-0:

Marion Blane
Jay L. T. Breakstone
Leslie Cerverizzo

WHEREAS, the Bellmore Union Free School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program"), as authorized under New York State Vehicle and Traffic Law §1174-a; and

BOARD OF EDUCATION OFFICERS

Randy Yee
District Clerk

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town; and

Lori Carrick
Treasurer

WHEREAS, the Bellmore Union Free School District intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit I, and enter into the Stop Arm Program; now, therefore, be it

ADMINISTRATION

Joseph S. Famularo,
Ed.D.
Superintendent of Schools

RESOLVED, that the Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead,

Robin Lufrano
Assistant Superintendent

Bellmore Union Free School District, and Bus Patrol America LLC, and agrees to be bound by its terms; and be it further

Joanne C. Dacek, Ed.D.
Assistant Superintendent

RESOLVED, that the Board of Education hereby authorizes the Board President to execute the Agreement on behalf of the Board.,

Respectfully submitted,

Randy Yee
District Clerk

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: Bellmore Union Free School District

Total No. of School Buses: ALL

Agreed-Upon Installation Start Date: June 15, 2022

Participating School District Point of Contact: Robin Lufrano

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
- a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, the Participating School District and its Board of Education, their officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH, the Participating School District and its Board of Education, and their officers and employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH or the Participating School District on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH and the Participating School District, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH and Participating School District must be listed as additional insureds. The additional insured endorsement for the Commercial General Liability Insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance

shall include coverage for bodily injury and property damage. The TOH and Participating School District must be listed as additional insureds.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH and Participating School District must be included as additional insureds.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH and Participating School District as certificate holders and name the TOH and Participating School District as an additional insureds on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that

provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH or the Participating School District for the payment of any such unpaid costs, expenses or fees.

16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Bellmore Union Free School District
Robin Lufrano, Asst. Superintendent for Business and Technology Services
Winthrop Avenue School
580 Winthrop Avenue
Bellmore, NY 11710
rlufrano@bellmoreschools.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the

responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol Systems.

22. SEVERANCE PAY. The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. REQUIRED PROVISIONS OF LAW. If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. BINDING. This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as

regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

BELLMORE UNION FREE SCHOOL DISTRICT

BY: Joseph Martelli
Commissioner, Public Safety Department

BY: ~~Marion Diane~~ Janet Collier
President, Board of Education

BUSPATROL AMERICA, LLC

BY: Jean Souliere
Chief Executive Officer

- AD. School Bus Stop Arm Enforcement Program, Town of Hempstead, New York/Buspatrol
WHEREAS, the Bellmore-Merrick Central High School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town.

WHEREAS, the Bellmore-Merrick Central High School District intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program.

RESOLVED, the Bellmore-Merrick Central High School District Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Bellmore-Merrick Central High School District, and Bus Patrol America LLC, and agrees to be bound by its terms.

- AE. Employment of Agreement - Superintendent of Schools

BE IT RESOLVED, that the President of the Board of Education be authorized and directed to execute on behalf of the Board, the annexed Addendum No. 1 to the Employment Agreement between the Superintendent of Schools and the Board of Education.

- AF. Budget Transfers

BE IT RESOLVED, that the Board of Education of the Bellmore-Merrick CHSD approve the following budget transfers to cover 2021-2022 school year expenses:

From: A9060.800-00-0000 (Employee Benefits-Health) \$105,000.00
To: A9040.800-00-0000 (Employee Benefits-Workers Comp) \$105,000.00
To cover workers' compensation payments.

From: A9060.800-00-0000 (Employee Benefits-Health) \$195,000.00
To: A2250.472-00-0000 (Spec Ed Private School Tuition) \$195,000.00
To cover special ed residential maintenance costs.

- AG. Safe Schools Training Agreement

BE IT RESOLVED, that the Board of Education approve an agreement with Vector Solutions, to provide Safe Schools Training from August 4, 2022 through August 7, 2023 at a cost of \$4,650.00.

XVIII. OLD/NEW BUSINESS

Mr. Corona mentioned the salaries for our substitute teachers. He asked about the district's per-diem and permanent substitute teacher pay rates. Ms. Coni said that permanent substitute teachers are paid \$130.00 per day and per-diem substitutes are paid \$120.00 per day. He asked if the rates are aligned with the Nassau County average rate of pay and asked the Board of Education if they would consider a rate increase since our substitutes are not part of any bargaining agreement and to make the job more appealing to qualified teachers.

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: <u>Bellmore-Merrick CHSD</u>	
Total No. of School Buses: _____	<small>12 District Buses & various Operator Contracts (Guardian, We Transport, Dell, Nassau BOCES, Suburban, Dell, First Student)</small>
Agreed-Upon Installation Start Date: <u>ASAP</u>	
Participating School District Point of Contact: _____	<small>Thomas Volpe Director of Transportation (516) 992-1024 tvolpe@bellmore-merrick.k12.ny.us</small>
<small>Detailed confirmed via phone With Mr. Volpe on July 20th @2:52 PM EST</small>	

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
- a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images, and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Participating School District, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH and the Participating School District, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH and the Participating School District shall be listed as additional insureds. The additional insured

endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH and the Participating School District shall be included as additional insureds.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH and the Participating School District as additional insureds on a primary and noncontributory basis. The commercial general and automobile policies shall be primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH and Participating School District as additional insureds on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better.

In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. **Non-Assignment.** This Agreement may not be assigned by BusPatrol without prior written consent of the TOH and the Participating School District. The TOH and Participating School District shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. **Executory.** All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement

(including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Michael Harrington
Superintendent of Schools
Bellmore Merrick CHSD
1260 Meadowbrook Road
North Merrick, New York 11566

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **AUDIT.** BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of


27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

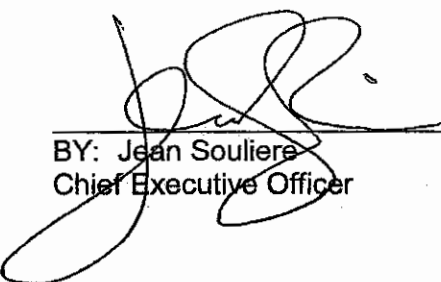
School District

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Name
Title

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer

East Meadow UFSD

RESOLUTION

Town of Hempstead School Bus Stop Arm Enforcement Program

WHEREAS, the East Meadow Union Free School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town.

WHEREAS, the East Meadow Union Free School District intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program.

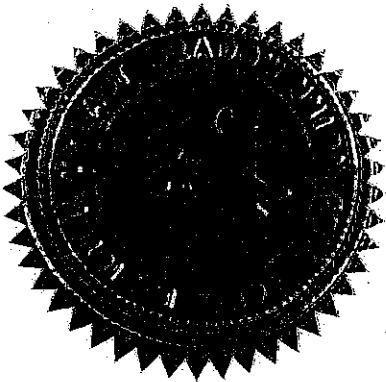
RESOLVED, the East Meadow Union Free School District Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, East Meadow Union Free School District, and Bus Patrol America LLC, and agrees to be bound by its terms.

Motion by Sharan Sokhey, second by Scott Eckers.

Final Resolution: Motion Carries

Yes: Alisa Baroukh, Matthew Melnick, Melissa Tell, Scott Eckers, Eileen Napolitano, Jodi Luce, Sharan Sokhey

April 27, 2022



Judy L. Kardel
District Clerk
8/9/2022

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: East Meadow Union Free School District

Total No. of School Buses: All Contracted Buses

Agreed-Upon Installation Start Date: ASAP

Participating School District Point of Contact: Jenn Frisenda

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
 - i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
 - i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Participating School District, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH and the Participating School District, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of Insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH and the Participating School District shall be listed as additional insureds. The additional insured

endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH and the Participating School District shall be included as additional insureds.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH and the Participating School District as additional insureds on a primary and noncontributory basis. The commercial general and automobile policies shall be primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH and Participating School District as additional insureds on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better.

In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by BusPatrol without prior written consent of the TOH and the Participating School District. The TOH and Participating School District shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement

(including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Dr. Kenneth Card
Superintendent of Schools
East Meadow UFSD
718 The Plain Road
Westbury, NY 11590

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **AUDIT.** BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of

signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."


27. **ENTIRE AGREEMENT.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this 27 day of April, 2022.

TOWN OF HEMPSTEAD

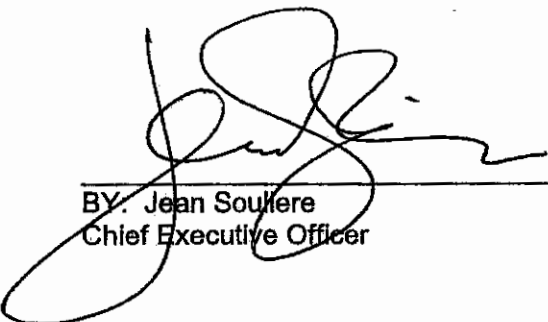
EAST MEADOW UNION FREE SCHOOL DISTRICT

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Alisa Baroukh
President, Board of Education

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: East Meadow Union Free School District

Total No. of School Buses: All Contracted Buses

Agreed-Upon Installation Start Date: ASAP

Participating School District Point of Contact: Jenn Frisenda

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Participating School District, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH and the Participating School District, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of Insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH and the Participating School District shall be listed as additional insureds. The additional insured

endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH and the Participating School District shall be included as additional insureds.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH and the Participating School District as additional insureds on a primary and noncontributory basis. The commercial general and automobile policies shall be primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH and Participating School District as additional insureds on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better.

In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. **Non-Assignment.** This Agreement may not be assigned by BusPatrol without prior written consent of the TOH and the Participating School District. The TOH and Participating School District shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. **Executory.** All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement

(including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Dr. Kenneth Card
Superintendent of Schools
East Meadow UFSD
718 The Plain Road
Westbury, NY 11590

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **AUDIT.** BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of

signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

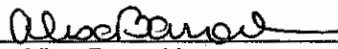
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this 27 day of April, 2022.

TOWN OF HEMPSTEAD

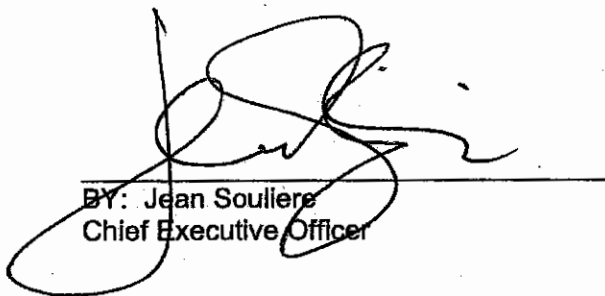
EAST MEADOW UNION FREE SCHOOL DISTRICT

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Alisa Baroukh
President, Board of Education

BUSPATROL AMERICA, LLC



BY: Jean Soullere
Chief Executive Officer

APPROVED MINUTES of the Elmont Board of Education

REGULAR MEETING
JUNE 7, 2022

VOLUME XXXVI PAGE 239
ELMONT, NEW YORK

BUS PATROL

**BUS PATROL
AGREEMENT**

WHEREAS, the Elmont Union Free School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program");

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the Elmont UFSD must enter into an agreement with the Town.

WHEREAS, the Elmont UFSD intends to execute the School Bus Stop Arm Enforcement Program Opt-in Agreement, attached, and enter into the Stop Arm Program.

RESOLVED, the Elmont Union Free School District Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Elmont Union Free School District, and Bus Patrol America LLC, and agrees to be bound by its terms.

CONSULTANT SERVICE AGREEMENT

**CONSULTANT
SERVICE
AGREEMENT-
PERROTTA
CONSULTING LLC**

The Board approved the continuation of Perrotta Consulting, LLC for specific details of services performed for COVID related work, as per contract in Board Book of June 7, 2022.

CONSULTANT AGREEMENT

**CONSULTANT
AGREEMENT-
NICOLETTE
SCROZZO**

The Board also approved the consultant's agreement between Nicolette Scrozzo and the District, for BCBA related work, as per contract in Board Book of June 7, 2022.

GIFT TO THE DISTRICT

**GIFT TO THE
DISTRICT**

The Board approved a gift of a picnic table to the Alden Terrace School to be used by the faculty. Information about the donation above can be found in the backup pages in the Board Book of June 7, 2022.

The foregoing motion was put to a roll call with the following results:

Yes – 5 (Dr. Cantara, Mr. Jaime, Mr. Maffea, Ms. Capers, Ms. Garlick)

No- 1 (Dr. Battle-Burkett)

Abstain- 0

Motion Carried

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: <u>Elmont UFSD</u>
Total No. of School Buses: <u>58 (25 large/33 vans)</u>
Agreed-Up on Installation Start Date: <u>7/1/2022</u>
Participating School District Point of Contact: <u>Fernando DeBastolo</u>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
 - i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
 - i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
- a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. SEVERANCE PAY. The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. REQUIRED PROVISIONS OF LAW. If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. BINDING. This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

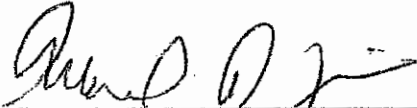
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

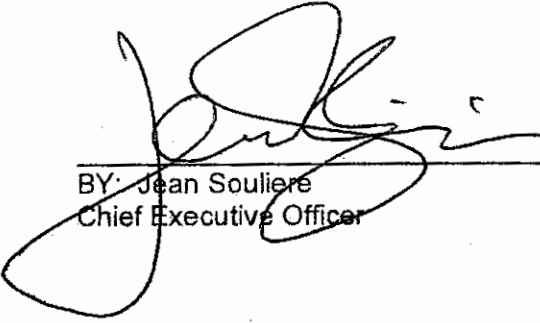
School District - Elmont UFSD

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Name Michael A. Jaime
Title Board of Ed. President

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer

Board of Education
Floral Park-Bellerose Union Free School District
ONE POPPY PLACE
FLORAL PARK, NEW YORK 11001

The following is an extract of Minutes:

The Regular Meeting of the Board of Education of the Floral Park-Bellerose Union Free School District of the Towns of Hempstead and North Hempstead was held at the John Lewis Childs School and via teleconference on: Monday, June 6, 2022 at 7:00 p.m.

There were present:

Mrs. Laura Trentacoste	President
Mrs. Beth Kierez	Vice President
Mr. Michael Culotta	Trustee
Mrs. Jaclyn O'Donohue	Trustee
Mr. Douglas Vigo	Trustee
Mrs. Rose Peltonen	Trustee Elect
Dr. Kathleen Sottile	Superintendent
Mr. Michael Fabiano	Assistant Superintendent for Business
Dr. Juli Mulcahy	Assistant Superintendent for Curriculum and Student Services
Mr. Christopher Shishko	Guercio & Guercio, LLP
Mrs. Marybeth Altobelli	District Clerk

REGULAR MEETING

IX. BUSINESS

L.

The Floral Park-Bellerose UFSD intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program"). WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law 1174-a; WHEREAS, pursuant to NYS VTL 1174-a, in order to participate in the Program, The School District must enter into an agreement with the Town.

WHEREAS, the Floral Park-Bellerose UFSD intends to execute the School Bus Stop Arm Enforcement Program Opt-in Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program.

RESOLVED, the Floral Park-Bellerose UFSD Board of Education acknowledged and approved the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Floral Park-Bellerose UFSD, and Bus Patrol America LLC, and agrees to be bound by its terms.

Motion by Trustee Culotta, second by Trustee O'Donohue

Final Resolution: Motion Carries

Aye: President Trentacoste, Vice President Kierez, Trustee Culotta, Trustee O'Donohue, Trustee Vigo

On a motion of Trustee O'Donohue, seconded by Vice President Kierez, and unanimously carried, the meeting adjourned at 12:47 a.m.


District Clerk

(District Seal)

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name:	<u>Floral Park-Bellerose UFSD</u>
Total No. of School Buses:	<u>19</u>
Agreed-Upon Installation Start Date:	_____
Participating School District Point of Contact:	<u>Tyrone Kelsie</u>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acoed form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Floral Park-Bellerose UFSD
1 Poppy Place
Floral Park, NY 11001
Tyrone Kelsie
tkelsie@fpbsd.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

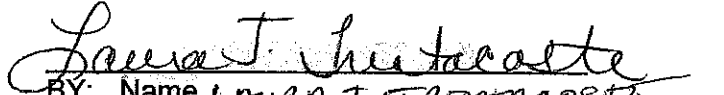
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

School District

BY: Joseph Martelli
Commissioner, Public Safety Department


BY: Name LAURA J. TRENTACOSTE
Title PRESIDENT, BOARD OF EDUCATION

BUSPATROL AMERICA, LLC


BY: Jean Souliere
Chief Executive Officer

Board of Education Meeting/Work Session (Wednesday, March 16, 2022)

Generated by Cathy Mione on Thursday, March 17, 2022

Members present

Louis Curcio, Helen Hoffman, William Leder, Diane Hansen

Meeting called to order at 8:11 PM

Action: BA. Convene to Public Session
Motion requested to go into Public Session

Motion by William Leder, second by Louis Curcio.
Final Resolution: Motion Carries
Yes: Louis Curcio, Helen Hoffman, William Leder, Diane Hansen

2. Opening Items

Procedural: A. Pledge

Information, Report: B. Superintendent Report
Dr. Bloom introduced Ms. Theresa Hennessy to present the third iteration of the proposed 2022-2023 budget. There was a question about our buses and the purchasing of new buses; an explanation and conversation ensued and question answered satisfactorily.

3. Personnel

4. Administrative Recommendations

Action: A. Town of Hempstead School Bus Stop Arm Enforcement Program
WHEREAS, the Franklin Square Union Free School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program"); and
WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a; and
WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the Franklin Square Union Free School District must enter into an agreement with the Town of Hempstead.
NOW THEREFORE, BE IT RESOLVED, the Board of Education hereby approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, the Franklin Square Union Free School District, and Bus Patrol America LLC, and agrees to be bound by its terms, and authorizes the Superintendent to execute same upon the termination of the Opt-In Agreement between the County of Nassau and the Franklin Square UFSD.

Motion by Louis Curcio, second by William Leder.
Final Resolution: Motion Carries
Yes: Louis Curcio, Helen Hoffman, William Leder, Diane Hansen

Catherine Heine
District Clerk

Action: B. Request for Proposal
Board acceptance is requested of the RFP from Our Precious Angels for a UPK Full Day Program.

Motion by William Leder, second by Louis Curcio.
Final Resolution: Motion Carries
Yes: Louis Curcio, Helen Hoffman, William Leder, Diane Hansen

Action: C. SEQRA Determination of Action
Board approval is requested of the State Environmental Quality Review Act (SEQRA) Determination of Unlisted Action for the John Street School as follows:

WHEREAS, the Board of Education of the Franklin Square Union Free School District desires to upgrade/maintain the site at John Street Elementary School. The scope of work includes repaving existing areas, relocating a playground, expanding the parking area, a turf baseball infield, fencing, sidewalks, curbs and associated drainage.

8/11/22, 10:19 AM

BoardDocs® Pro

WHEREAS, said work to upgrade/maintain the site at John Street Elementary School, is subject to classification under the State Environmental Quality Review Act (SEQRA); and
WHEREAS, the above mentioned action is considered an Unlisted Action as per Section 6 NYCRR §617.2 (a) an Unlisted Action means all actions not identified as a Type I or Type II action in this part, or, in the case of a particular agency action, not identified as a Type I or Type II action in the agency's own SEQR procedures; and
WHEREAS, the above mentioned actions are above thresholds for a Type II Action, which cap expansion of existing facilities for educational institutions at 10,000 SF for a Type II Action [§617.5(c)(10)]. The improvements are below thresholds for a Type I Action effecting less than 2.5 acres for a site 'eligible' for listing on the State Register of Historic Buildings [§617.4(b)(9)].
WHEREAS, the Board of Education of the Franklin Square Union Free School District, as the only involved agency, has examined all information related to the work to upgrade/maintain the site at John Street Elementary School and has completed a short environmental assessment form (SEAF) as required for an Unlisted Action pursuant to §617.6 (3) of the SEQRA Regulations;
NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Franklin Square Union Free School District hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and
BE IT FURTHER RESOLVED that the Board of Education of the Franklin Square Union Free School District hereby declares that the work to upgrade/maintain the site at John Street Elementary School is an Unlisted Action, which will not have an adverse effect on the environment and requires no further review under SEQRA; and
BE IT FURTHER RESOLVED that after reviewing SEAF, the Board of Education of the Franklin Square Union Free School District finds the proposed action will not result in any significant adverse environmental impacts and hereby adopts a Negative Declaration (attached hereto) in accordance with 6 NYCRR §617.6 (3); and
BE IT FURTHER RESOLVED, that the Board of Education of the Franklin Square Union Free School District hereby shall forward an official copy of this Resolution to the New York State Education Department together with a copy of the correspondence from the New York State Office of Parks, Recreation and Historic Preservation in connection with its request for approval of the above listed project from the New York State Education Department.

Motion by William Leder, second by Louis Curcio.
Final Resolution: Motion Carries
Yes: Louis Curcio, Helen Hoffman, William Leder, Diane Hansen

5. New Business

6. Voice of the Resident

Information: A. Public Comments

Mr. Sorrentino, President of the Garden City South Little league, spoke about lack of permit field time for their organization.

7. Adjournment

Action: A. Adjournment

Motion to adjourn at 8:42 p.m.

Motion by Louis Curcio, second by William Leder.
Final Resolution: Motion Carries
Yes: Louis Curcio, Helen Hoffman, William Leder, Diane Hansen

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: <u>Franklin Square UFSD</u>
Total No. of School Buses: <u>28 + 2 (not in service until later in the year)</u>
Agreed-Upon Installation Start Date: <u>3/22/22</u>
Participating School District Point of Contact: <u>Laura Greco</u>

It is mutually agreed by and between the parties hereto as follows:

1. Purpose. This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. Authorization. The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. Payment. In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. Responsibilities of the Parties:
 - a. BusPatrol. BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.
11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Franklin Square UFSD
760 Washington Street
Franklin Square, NY 11010
(516) 481-4100
jbloom@franklinsquare.k12.ny.us

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

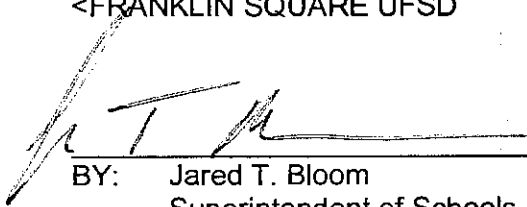
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this 21 day of March, 20 22.

TOWN OF HEMPSTEAD


<FRANKLIN SQUARE UFSD

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Jared T. Bloom
Superintendent of Schools

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer

Supplemental Agreement between the

Franklin Square School District

and

Bus Patrol

SUPPLEMENTAL AGREEMENT dated this 21 day of March, 202~~1~~² between the Franklin Square School District (the "District"), located at 760 Washington Street, Franklin Square, New York 11010, and Bus Patrol (the "Contractor") located at 8540 Cinder Bed Road, #400, Lorton, Virginia. _____.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter "Supplemental Agreement").

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

1. **Defined Terms:** Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").

a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the Franklin Square Union Free School District.

b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs.

.....

- c. "Student" means any person attending or seeking to enroll in an Educational Agency.
- d. "Student Data" means Personally Identifiable Information of a "Student."
- e. "Eligible Student" means a Student who is eighteen years or older.
- f. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- g. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- h. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- i. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- j. "Personally Identifiable Information" shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

2. The District has developed the Parents Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:

See attached FSUFSD Parents Bill of Rights for Data Privacy and Security

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following "supplemental information" for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following exclusive purpose(s): the operation and maintenance of school bus photo violation monitoring systems and any internal student safety cameras.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide

by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d and Part 121 of the Regulations.

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement, which is currently set to expire on December 1, 2024. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall ensure that all Student Data and Teacher or Principal Data is destroyed within 90 days unless a longer period is authorized by the District.

d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: The Contractor will store and process District Data in compliance with Education Law §2-d(5) and applicable regulations of the Commissioner of Education, and in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards (including encryption of data while in motion and at rest), to secure District Data from unauthorized access, disclosure, alteration and use. Contractor will use legally required industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Agreement. The Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:

a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;

c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:

i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.


- b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
- c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Bus Patrol

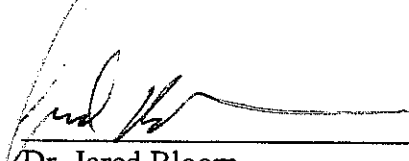
Franklin Square Union
School District

BY:



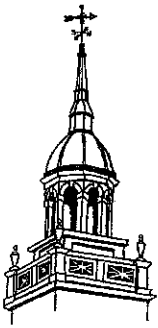
Jean Soulier
Chief Executive Officer

BY:



Dr. Jared Bloom
Superintendent of Schools





*Inspiring Minds
Empowering Achievement
Building Community*

GARDEN CITY PUBLIC SCHOOLS

56 Cathedral Avenue • P.O. Box 216 • Garden City, NY 11530-0216

Tel: (516) 478-1040

Fax (516) 294-1045

DANA DICAPUA

Assistant Superintendent for Business and Finance

District Clerk

Board of Education Regular Session
July 7, 2022

MOTION by Mr. Pinou, seconded by Mr. Wakeham and carried unanimously that the Board of Education approves the following resolution:

WHEREAS, the Garden City Union Free School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

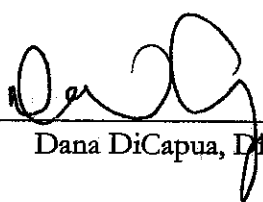
WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town of Hempstead.

WHEREAS, the Garden City Union Free School District intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program.

RESOLVED, the Garden City Union Free School District Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Garden City Union Free School District, and Bus Patrol America LLC, and agrees to be bound by its terms, subject to review and approval of district counsel.

Be It Further Resolved, that the Board of Education authorizes the District Clerk to execute said agreement on its behalf.

MOTION CARRIED 5-0



Dana DiCapua, District Clerk



Agenda Item Details

Meeting Jul 07, 2022 - Regular Session

Category D. RECOMMENDATIONS OF THE SUPERINTENDENT

Subject 38. Stop Arm Camera Agreement with Town of Hempstead

Access Public

Type Action

Recommended Action MOTION that the Board of Education approves the following Resolution:

WHEREAS, the Garden City Union Free School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town of Hempstead.

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Be It Further Resolved, that the Board of Education authorizes the District Clerk to execute said agreement on its behalf.

Public Content

Administrative Content

Motion & Voting

MOTION that the Board of Education approves the following Resolution:

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WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

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Be It Further Resolved, that the Board of Education authorizes the District Clerk to execute said agreement on its behalf.

Motion by Tom Pinou, second by Matthew Wakeham.

Final Resolution: Motion Carried

Aye: Tom Pinou, Matthew Wakeham, Joseph Sileo, Arthur Gnecco, William O'Donohue

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name:	<u>Garden City UFSD</u>
Total No. of School Buses:	<u>65</u>
Agreed-Upon Installation Start Date:	<u>TBD</u>
Participating School District Point of Contact:	<u>Dana DiCapua</u>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
 - i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
 - i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Damage or Destruction to the BusPatrol System. BusPatrol shall repair, refurbish, and/or replace any BusPatrol System, or component thereof, that may be damaged or destroyed, as determined through a good faith determination by both Parties, during the duration of BusPatrol's participation in the TOH Stop Arm Program. BusPatrol shall bear all expenses associated with repairing, refurbishing, and/or replacing any damage or destruction to the BusPatrol System, or any part thereof, and agrees to hold harmless all parties to this Agreement, regardless of the cause of such damage or destruction unless such damage or destruction resulted from the negligence or willful misconduct of the TOH, Participating District, and/or Bus Company.

Examples of damage or destruction to the BusPatrol System include, but are not limited to:

- Damage or destruction resulting from weather, weather events, extreme temperatures, and/or natural disasters;
 - Damage or destruction due to vandalism resulting from any person or entity provided that the Participating District and/or its Operators have in good faith taken measures to prevent such vandalism;
 - Damage or destruction resulting from an accident involving the District Buses, regardless of assignment of fault or negligence toward any person or entity; and
 - Damage or destruction resulting from Acts of God.
7. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with

the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.

8. **Restrictions on Access to Enforcement Data.** In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.
9. **Restrictions on Access to Non-Enforcement Camera Data.** The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
10. **Changes.** Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
11. **Term, Termination.**
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.

- b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
- c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
- d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
- e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

12. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.

- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or

to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.
16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Dr. Kusum Sinha
Superintendent of Schools
Garden City UFSD
56 Cathedral Avenue
Garden City, NY 11530

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. SEVERANCE PAY. The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.


23. REQUIRED PROVISIONS OF LAW. If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. BINDING. This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. COUNTERPARTS: SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this 8 day of July, 2022.

TOWN OF HEMPSTEAD

GARDEN CITY UNION FREE SCHOOL DISTRICT

 BY: Joseph Martelli
 Commissioner, Public Safety Department


 BY: ~~Joseph Stiles~~ Dana DiCapo
 President, Board of Education
 Clerk

BUSPATROL AMERICA, LLC


 BY: Jean Soulliere
 Chief Executive Officer



Agenda Item Details

Meeting May 18, 2022 - Board of Education Meeting

Category F. ACTION ITEMS

Subject 14. Approval of Participation in the Town of Hempstead Stop Arm Enforcement Program

Access Public

Type Action

Recommended Action WHEREAS, the Island Trees UFSD intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").
WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;
WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town.
WHEREAS, the Island Trees UFSD intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program.
RESOLVED, the Island Trees UFSD Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Island Trees UFSD, and Bus Patrol America LLC, and agrees to be bound by its terms.

Public Content

[stop arm agreement.pdf \(170 KB\)](#)

[ToH School District Opt-in agreement.docx \(54 KB\)](#)

Administrative Content

Executive Content

Motion & Voting

WHEREAS, the Island Trees UFSD intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").
WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;
WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town.
WHEREAS, the Island Trees UFSD intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program.
RESOLVED, the Island Trees UFSD Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Island Trees UFSD, and Bus Patrol America LLC, and agrees to be bound by its terms.

Motion by Christian Soto, second by Brian Fielding.

Final Resolution: Motion Carried

Aye : Michael T Rich Jr, Brian Fielding, Amy Martin, Larry Ortolani, Vinny Papandrea, Christian Soto

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: Island Trees UFSD

Total No. of School Buses: 23 (contracted)

Agreed-Upon Installation Start Date: On or before Sept 1,2022

**Participating School District Point of Contact: Susan Hlavenka, Assistant
Superintendent for Business**

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. **License, Restricted Use.** BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. **Reporting.** In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. **Restrictions on Access to Enforcement Data.** In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
- a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, OR
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
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On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Island Trees UFSD
Dr. Charles Murphy, Superintendent of Schools
74 Farmedge Rd.
Levittown, NY 11756
cmurphy@islandtrees.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **AUDIT.** BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

27. **ENTIRE AGREEMENT.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

School District: *Island Trees UFSD*

BY: Joseph Martelli
Commissioner, Public Safety Department

MMR

BY: Michael T. Rich, Jr.
President, Board of Education

BUSPATROL AMERICA, LLC

J. Souliere

BY: Jean Souliere
Chief Executive Officer



Schedule 2022-79-E

E-2711 School Bus Stop Arm Enforcement Program

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Jennifer Vartanov, Trustee
SECONDER:	Samuel Perlman, Trustee
AYES:	Citron, Wasserman-Heath, Balachandar, Perlman, Vartanov

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: <u>Jericho School District</u>
Total No. of School Buses: <u>14 plus First Student</u>
Agreed-Upon Installation Start Date: <u>ASAP</u>
Participating School District Point of Contact: <u>Lori-Anne Savino</u>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.

9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.

10. Term, Termination.

- a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
- b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
- c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
- d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
- e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Participating School District, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH and the Participating School District, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH and the Participating School District shall be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH and Participating School District shall be included as additional insureds.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH and the Participating School District as additional insureds on a primary and noncontributory basis. The commercial general and automobile policies shall be primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH and the Participating School District as additional insureds on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by BusPatrol without prior written consent of the TOH and the Participating School District. The TOH and Participating School District shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

School District

BY: Joseph Martelli
Commissioner, Public Safety Department

BY: *Jill Citron*
Name *Jill Citron*
Title *Board President*

BUSPATROL AMERICA, LLC

Jean Souliere

BY: Jean Souliere
Chief Executive Officer



LEVITTOWN PUBLIC SCHOOLS
 Levittown Memorial Education Center
 150 Abbey Lane
 Levittown, NY 11756



Dr. Tonie McDonald, Superintendent of Schools
 516-434-7020

Board of Education

- Peggy Marengi, President
- Jennifer Messina, Vice-President
- James Moran, Secretary
- Marianne Adrian, Trustee
- Dillon Cain, Trustee
- Christina Lang, Trustee
- Michael Pappas, Trustee

CERTIFICATION STATEMENT

I, Suzanne Mallozzi, District Clerk of the Levittown Board of Education hereby certify that I am the duly authorized Secretary of the Organization, charged with keeping the records, and the following is a true and accurate copy of a Resolution adopted at a meeting of the Board of Education of the Levittown School District duly held on April 26, 2022 which Resolution is now in full force:

24. Agreement with Town of Hempstead/BusPatrol American, LLC RESOLUTION # 21-22-605
 Recommended Motion: "RESOLVED, that the Levittown Board of Education approve the attached opt-in agreement with Town of Hempstead and BusPatrol American LLC for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned by the Levittown School District terminating December 1, 2024.

BE IT FURTHER RESOLVED that the President of the Board of Education is, hereby, authorized to execute the agreement."

RESULT:	MOTION CARRIED [4-0]
MOVER:	Michael Pappas, Trustee
SECONDER:	Dillon Cain, Trustee
AYES:	Pappas, Cain, Lang, Messina
ABSENT:	Moran, Adrian, Marengi

WITNESS MY HAND, AS SECRETARY OF THIS ORGANIZATION

THIS DATE:

Suzanne Mallozzi
 District Clerk

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: <u>LEVITTOWN UFSD</u>
Total No. of School Buses: <u>83</u>
Agreed-Upon Installation Start Date: <u>JULY 1, 2022</u>
Participating School District Point of Contact: <u>DAJUANA REEVES</u>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.

9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.

10. Term, Termination.

a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.

b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.

c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.

d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.

e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol and the Participating School District agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol and/or the Participating School District, or third parties under the direction or control of BusPatrol and/or the Participating School District, in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's and the Participating School District's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol and the Participating School District agree to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol and the Participating School District shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, and the Participating School District and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General

Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol and the Participating School District as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol and/or the Participating School District. BusPatrol and its sub-contractor(s), if any, and the Participating School District and its sub-contractors, if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol and/or the Participating School District to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol or the Participating School District to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol or the Participating School District from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol or the Participating School District concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the

BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Levittown UFSD
150 Abbey Lane
Levittown, NY 11756
DReeves@levittownschoools.com

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

21. AUDIT. BusPatrol and Participating School District shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol and the Participating School District, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol and Participating School District shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. SEVERANCE PAY. The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.

23. REQUIRED PROVISIONS OF LAW. If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.

24. BINDING. This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.

25. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

26. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

Levittown UFSD

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: ~~Peggy Maronghi~~ Jennifer Messina
Vice-President, Board of Ed

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer

AUG 10 2022

WHEREAS, the Long Beach City School District is desirous of participating in the Cooperative for joint solicitation of proposals for pupil transportation services as authorized by General Municipal Law, Section 119-0 in accordance with the terms and conditions of the Inter-Municipal Cooperative Transportation Agreement attached hereto;

NOW THEREFORE BE IT RESOLVED, that the Board of Education authorizes the School District to participate in the Cooperative; and

BE IT FURTHER RESOLVED, that the Board of Education hereby approves the Inter-Municipal Cooperative Transportation Agreement (Recitals) attached hereto and authorizes the Board President to execute the Agreement on behalf of the Board of Education.

9. APPROVAL OF AGREEMENT WITH THE TOWN OF HEMPSTEAD SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

WHEREAS, the Long Beach City School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town.

WHEREAS, the Long Beach City School District intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program.

RESOLVED, the Long Beach City School District Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Long Beach City School District, and Bus Patrol America LLC, and agrees to be bound by its terms.

10. APPROVAL OF BUDGET TRANSFER

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves a transfer in the amount of \$ 100,000.00 to the transportation contractual code from the transportation bus driver salary code to cover the cost of transportation services with Guardian and L&M for the 2021-22 school year.

11. APPROVAL OF DEDUCT CHANGE ORDERS

A) CONTRACT NO. 3 – BOILER REPLACEMENT

WHEREAS, the Long Beach City School District ("District") has engaged Best Climate Control Corporation for boiler replacement at the Lido Middle School pursuant to 2020/2021 Capital Improvement Program SED No. 28-03-00-01-0-001-042; and



Long Beach Public Schools
Lido Boulevard
Lido Beach, New York 11561
Ph. (516) 897-2108
www.lbeach.org

BOARD OF EDUCATION
Anne Conway, President
Sam Pinto, Vice President
Dennis Ryan, Ph.D., Trustee
Maureen Vrona, Esq., Trustee
Alexis Pace, Trustee

August 10, 2022

I, Lori Dolan, am the District Clerk for the Long Beach City School District, and I hereby certify that the foregoing record produced herewith is a true and accurate copy of the original record maintained by the Long Beach City School District.

A handwritten signature in cursive script that reads "Lori Dolan".

Lori Dolan, District Clerk

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: Long Beach City School District

Total No. of School Buses: 60

Agreed-Upon Installation Start Date: June 1, 2022

Participating School District Point of Contact: Michael I. DeVito, Esq.

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.
 - b. **TOH.** TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:

- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and
 - ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol

Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.
11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees

incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving

a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner

200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.
16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Long Beach City School District
Michael I. DeVito, Esq.
235 Lido Boulevard
Lido Beach, NY 11561

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit,

records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

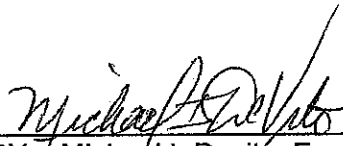
22. SEVERANCE PAY. The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. REQUIRED PROVISIONS OF LAW. If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. BINDING. This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

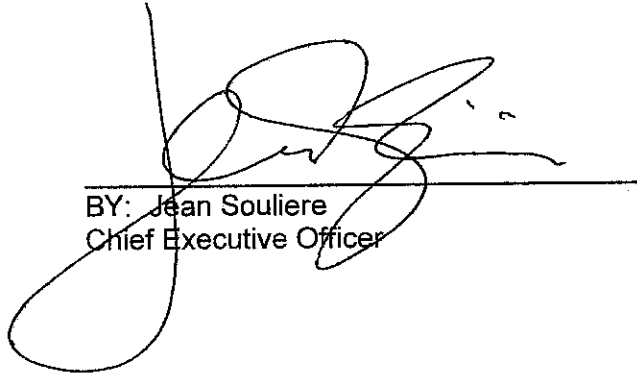
School District

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Michael I. Devito, Esq.
Asst. Superintendent for Finance & Operations

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer

BOARD OF EDUCATION

MALVERNE UNION FREE SCHOOL DISTRICT

Administrative Offices - 301 Wicks Lane - Malverne, New York 11565

phone (516) 887-6483 -www.malverneschools.org

Board of Education

Jeanne D'Esposito, President

Josephine Bottitta, First Vice President

Kathleen Nolan, Second Vice President

Laura Avvinti, Trustee

Nicole Henderson, Trustee

Superintendent of Schools

Dr. Lorna R. Lewis

Board Officers

Lisa Ridley

District Clerk

Alyssa Contarino

Treasurer

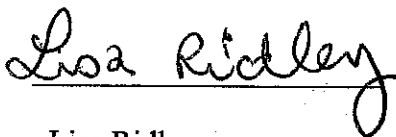
Board Counsel

Frazer & Feldman, LLP

CERTIFICATE

I, Lisa Ridley, District Clerk of the Malverne Union Free School District, in the County of Nassau, State of New York, hereby certify that the foregoing annexed extract from the minutes of a meeting of the Board of Education of said Malverne Union Free School District duly called and held on June 14, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Education and is a true, complete, and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Malverne Union Free School District this 8th day of August 2022.



Lisa Ridley
District Clerk

SEAL

**REGULAR MEETING OF THE
MALVERNE UNION FREE SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTES**

June 14, 2022

			<p>AAA. <u>Funding of Retirement Contribution Reserve Fund (ERS)</u></p> <p>BE IT RESOLVED that the Board of Education of the Malverne Union Free School District hereby directs that the Assistant Superintendent for Business take the necessary action to transfer an amount not to exceed the sum of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS from the General Fund's unassigned fund balance into the previously established Retirement Contribution Reserve Fund for the purpose of financing contributions to the Employees' Retirement System.</p>	<p>Approval of Funding of Retirement</p>
			<p>BBB <u>Funding of Unemployment Insurance Reserve Fund</u></p> <p>BE IT RESOLVED that the Board of Education of the Malverne Union Free School District hereby directs that the Assistant Superintendent for Business take the necessary action to transfer an amount not to exceed the sum of SIXTY-FIVE THOUSAND (\$65,000.00) DOLLARS from the General Fund's unassigned fund balance into the previously established Unemployment Insurance Reserve Fund.</p>	<p>Approval of Funding of Unemployment Insurance Reserve Fund</p>
			<p>CCC. <u>Funding of Reserve for Teacher Retirement System Contribution Sub-Fund (TRS)</u></p> <p>BE IT RESOLVED that the Board of Education of the Malverne Union Free School District hereby directs that the Assistant Superintendent for Business take the necessary action to transfer an amount not to exceed the sum of FOUR HUNDRED FIFTY-ONE THOUSAND (\$451,000.00) DOLLARS from the General Fund's unassigned fund balance into the previously established Reserve for Teacher Retirement System Contribution Sub-Fund for the purpose of financing contributions to the Teachers' Retirement System.</p>	<p>Approval of Funding of Reserve for Teacher Retirement</p>
			<p>DDD <u>Funding of Employee Benefit Accrued Liability Reserve (EBALR) Fund</u></p> <p>BE IT RESOLVED that the Board of Education of the Malverne Union Free School District hereby directs that the Assistant Superintendent for Business take the necessary action to transfer an amount not to exceed the sum of THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS from the General Fund's unassigned fund balance into the previously established Employee Benefit Accrued Liability Reserve (EBALR) Fund.</p>	<p>Approval of Employee Benefit Accrued Liability Reserve</p>

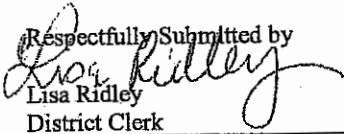
**REGULAR MEETING OF THE
MALVERNE UNION FREE SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTES**

June 14, 2022

				<p>JJJ. BE IT HEREBY RESOLVED that the Board of Education of the Malverne Union Free School District approves the emergency contract with <u>First Student Inc.</u>, for transportation to Sacred Heart Academy, from May 25, 2022 - June 24, 2022.</p> <p>BE IT FURTHER RESOLVED that the Board authorizes the Board President to execute said contract.</p> <p>KKK. BE IT HEREBY RESOLVED that the Board of Education of the Malverne Union Free School District approves the emergency contract with <u>WE Transport</u>, for transportation to <u>Whispering Pines SDA School</u>, from May 20, 2022 - June 19, 2022.</p> <p>BE IT FURTHER RESOLVED that the Board authorizes the Board President to execute said contract.</p> <p>LLL. BE IT HEREBY RESOLVED that the Board of Education of the Malverne Union Free School District approves the contract renewal with <u>Miller Advertising Services, Inc.</u>, for Advertising Services, for the 2022-2023 school year.</p> <p>BE IT FURTHER RESOLVED that the Board authorizes the Board President to execute said contract.</p> <p>MMM. BE IT HEREBY RESOLVED that the Board of Education of the Malverne Union Free School District approves the contract with <u>School Aid Specialists, LLC</u>, to provide State Aid Recovery Services, for the 2022-2023 school year.</p> <p>BE IT FURTHER RESOLVED that the Board authorizes the Board President to execute said contract.</p> <p>NNN. BE IT HEREBY RESOLVED that the Board of Education of the Malverne Union Free School District approves the contract with <u>Wellfleet New York Insurance Company</u>, for the Student Accident Policy, for the 2022-2023 school year.</p> <p>BE IT FURTHER RESOLVED that the Board authorizes the Board President to execute said contract.</p>	<p>Approval of Emergency contract with First Student Inc.</p> <p>Approval of Emergency contract with WE Transport</p> <p>Approval of Contract renewal with Miller Advertising Services Inc.</p> <p>Approval of Contract with School Aid Specialist, LLC</p> <p>Approval of contract with Wellfleet New York Insurance Company</p>
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REGULAR MEETING OF THE
MALVERNE UNION FREE SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTES

June 14, 2022

					<p>RRR. BE IT RESOLVED that the Board of Education of the Malverne Union Free School District approves the Joint Client Waiver and Engagement Letter with <u>Lewis Brisbois Bisgaard & Smith, LLP</u> for the 2022-2023 school year.</p> <p>BE IT FURTHER RESOLVED that the Board of Education of the Malverne Union Free School District authorizes the Board President to execute said documents</p>	<p>Approval of Joint Client Waiver and engagement letter with Lewis Brisbois</p>
					<p>XIII. POLICY 2nd Reading of Credit Card Policy#5323</p>	<p>Approval of second reading Of policy #5323</p>
					<p>XIV CURRICULUM MATTERS /STUDENTS SERVICES BE IT HEREBY RESOLVED that the Board of Education approves the recommendations at the June 14, 2022, Board of Education Meeting.</p> <p>BE IT FURTHER RESOLVED that the Board of Education approves the recommendations made by the Committee on Special Education Meetings held on 4/11, 3/02, 4/28, 4/05/ 5/03, 3/01, 3/03, 3/22, 3/09, 3/18, 3/30, 5/05, 5/12, 5/11, 4/29, 5/25 and 4/13/2022, and recommendations made by the Sub Committee on 4/13, 3/24/ 3/18/, 4/07/ 5/25/, 5/18, 2/15, 4/08, 5/17, 3/01, 3/02,4/28,and 4/2/2022 and Preschool Special Education for meetings held on 4/29, 5/12,4/11, 5/11,5/18 5/19, 5/23, 5/20, 5/26 and 5/31/ 2022.</p>	<p>Approval of Curriculum Matters /Students Services</p>
					<p>XV. GENERAL DISCUSSION None</p>	<p>General Discussion None</p>
					<p>XVI. PUBLIC PARTICIPATION</p>	<p>Public Participation</p>
					<p>XVII. ADJOURNMENT Jeanne D'Esposito motioned to adjourn the Regular meeting at p.m. Seconded by Laura Avvinti 5 Yes, 0 No Motion Carried</p> <p style="text-align: center;">Respectfully Submitted by  Lisa Ridley District Clerk</p>	<p>Approval of Adjournment</p>

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: Malverne Union Free School District

Total No. of School Buses: ALL

Agreed-Upon Installation Start Date: June 15, 2022

Participating School District Point of Contact: Daniel Balzan

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.

9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.

10. Term, Termination.

- a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
- b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
- c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
- d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
- e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, the Participating School District and its Board of Education, their officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH, the Participating School District and its Board of Education, and their officers and employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH or the Participating School District on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH and the Participating School District, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH and Participating School District must be listed as additional insureds. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance

shall include coverage for bodily injury and property damage. The TOH and Participating School District must be listed as additional insureds.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH and Participating School District must be included as additional insureds.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH and Participating School District as certificate holders and name the TOH and Participating School District as an additional insureds on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of Insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that

provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. **Non-Assignment.** This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. **Executory.** All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH or the Participating School District for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Malverne Union Free School District
Daniel Baizan
301 Wicks Lane
Malverne, NY 11565
DBalzan@malverneschools.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **AUDIT.** BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

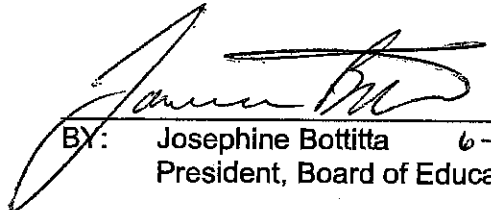
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

MALVERNE UNION FREE SCHOOL DISTRICT

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Josephine Bottitta 6-14-2022
President, Board of Education

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Office

Business Office

Town of Hempstead School Bus Stop-Arm Safety Program

WHEREAS, the Merrick Union Free School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town.

WHEREAS, the Merrick Union Free School District intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program.

RESOLVED, the Merrick Union Free School District Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Merrick Union Free School District, and Bus Patrol America LLC, and agrees to be bound by its terms.

ATTACHMENTS:

- ToH School District Opt-In (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Butch Yamali, Trustee
SECONDER:	Nicole Venditti, Trustee
AYES:	Piskin, Kaplan, Yamali, Levine, Wilk, Venditti, Schatzman

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: <u>Merrick Union Free School District</u>
Total No. of School Buses: <u>ALL</u>
Agreed-Upon Installation Start Date: <u>DATE</u>
Participating School District Point of Contact: <u>Ryan Butler</u>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
- a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.
11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Merrick Union Free School District
Mr. Ryan Butler
Assistant Superintendent for Business
21 Babylon Road
Merrick, NY 11566
rbutler@merrick.k12.ny.us

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

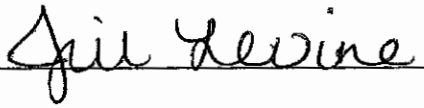
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this 11th day of July, 20 22.

TOWN OF HEMPSTEAD

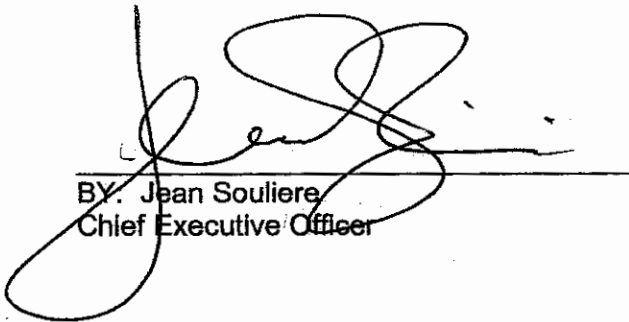
Merrick Union Free School District

BY: Joseph Martelli
Commissioner, Public Safety Department



BY:
President, Board of Education

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer



NORTH MERRICK
UNION FREE SCHOOL DISTRICT
Nurturing Young Minds

Agenda Item Details

Meeting Jun 14, 2022 - Monthly School Board Meeting

Category 6. BUSINESS

Subject H. The Board of Education acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in agreement made between the Town of Hempstead, North Merrick UFSD, and Bus Patrol America LLC, and agrees to be bound by its terms.

Access Public

Type Action

Recommended Action The Board of Education acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in agreement made between the Town of Hempstead, North Merrick UFSD, and Bus Patrol America LLC, and agrees to be bound by its terms.

Public Content

Administrative Content

Executive Content

Stop sign Camera memo 22.23 .doc (83 KB)

ToH School District Opt-in 22 23.docx (56 KB)

Motion & Voting

The Board of Education acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in agreement made between the Town of Hempstead, North Merrick UFSD, and Bus Patrol America LLC, and agrees to be bound by its terms. Items A - Z as a consent agenda.

Motion by Robert Crowley, second by Tracey Miller.

Final Resolution: Motion Carried

Yes: Tracey Miller, Megan Ryan, Ed Corona, Robert Crowley, Steve Enella, Mary Keene, Kathy Moran



NORTH MERRICK
UNION FREE SCHOOL DISTRICT
- Nurturing Young Minds -

August 10, 2022

I, Joanne Long, District Clerk of the North Merrick UFSD, hereby certify that the following is a true and correct extract of the resolutions duly passed at the June 14, 2022 of North Merrick Board of Education meeting.

A handwritten signature in cursive script that reads "Joanne Long". The signature is written over a solid horizontal line.

Joanne Long, North Merrick District Clerk

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

<p>Participating School District Name: <u>North Merrick UFSD</u></p> <p>Total No. of School Buses: <u>Various with Contractors</u></p> <p>Agreed-Upon Installation Start Date: _____</p> <p>Participating School District Point of Contact: _____</p>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.

- 5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

- 6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
- 7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.

9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.

10. Term, Termination.

- a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
- b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
- c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
- d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
- e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

North Merrick UFSD
1057 Merrick Ave
North Merrick, NY 11566
Attn: Thomas P. McDaid, Jr.
tmcdaid@nmerrick.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."


27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

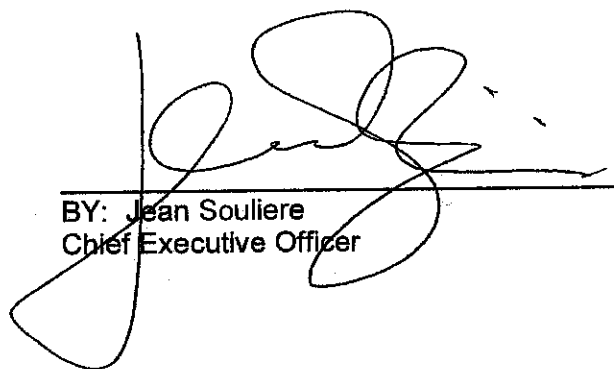
North Merrick UFSD

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: ~~Megan Ryan~~, Esq.
Title Board President VP
Ed Corona

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer

- 10.6 It is recommended that the Board of Education accept Policy No. 1405: Complaints About Certain Federally-Funded Programs for a first reading.
- 10.7 **BE IT RESOLVED**, that the Board of Education approve a new transportation contract awarded to the lowest bidder from the BMCHSD Transportation Consortium Bid of 05/10/22 for the 2022/2023 school year with First Student, Inc.
- 10.8 **BE IT RESOLVED**, that the Board of Education approve the renewal the following transportation contracts at the revised CPI of 6.3% for the 2022/2023 school year with:

Dell Transportation Corp.
First Student, Inc.
Guardian Bus Company, Inc.
Suburban Bus Transportation, Inc.
We Transport, Inc.

BE IT FURTHER RESOLVED, that the Board of Education approve that the North Bellmore School District enter into a piggyback contract with the Merrick School District and First Student Inc. for the transport of 1 student to an out of district non-public school. This would result in a cost savings to the North Bellmore School District, as the original contracted cost is substantially lower than new contracts that have bid out to schools of similar distance.

BE IT FURTHER RESOLVED, that the Board of Education approve that the North Bellmore School District enter into a piggyback contract with the Bellmore Merrick CHSD and Suburban Bus Transportation, Inc. for the transport of 1 student to an out of district non-public school. This would result in a cost savings to the North Bellmore School District, as the original contracted cost is substantially lower than new contracts that have bid out to schools of similar distance.

- 10.9 **WHEREAS**, the North Bellmore School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town.

WHEREAS, the North Bellmore School District intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program.

RESOLVED, the North Bellmore School District Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, North Bellmore School District, and Bus Patrol America LLC, and agrees to be bound by its terms.

11. OLD BUSINESS

12. PUBLIC COMMENTS

13. POTENTIAL EXECUTIVE SESSION

14. ADJOURNMENT

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

<p>Participating School District Name: North Bellmore UFSD</p> <p>Total No. of School Buses: <u> All </u></p> <p>Agreed-Upon Installation Start Date: <u> ASAP </u></p> <p>Participating School District Point of Contact: Jacqueline Rehak</p>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

North Bellmore UFSD
Business Office
Attn: Jacqueline Rehak
2616 Martin Avenue
Bellmore, NY 11710
Jrehak@northbellmoreschools.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."


27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

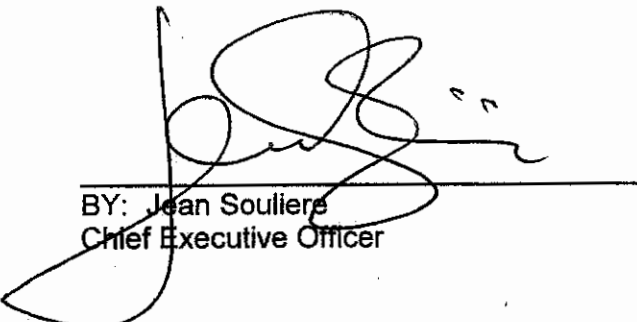
School District

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: _____
Board President

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer

VI. ITEMS FOR ACTION

A. MEMORANDUM OF AGREEMENT / NURSES, OCCUPATIONAL THERAPISTS, AND CERTIFIED OCCUPATIONAL THERAPIST ASSISTANT CHAPTER OF THE OFT

RESOLVED, based on the recommendation of the Superintendent of Schools, the Board of Education ratifies the Memorandum of Agreement with the Nurses, Occupational Therapists, and Certified Occupational Therapist Assistant Chapter of the OFT for the period of July 1, 2022 through June 30, 2027.

B. APPROVAL OF CONTRACTS FOR NON-REPRESENTED PERSONNEL

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the contracts for all Non-Represented Personnel for the period of July 1, 2022 through June 30, 2025.

C. TOWN OF HEMPSTEAD SCHOOL BUS SAFETY PROGRAM

WHEREAS, the Oceanside School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the Oceanside School District must enter into an agreement with the Town.

WHEREAS, the Oceanside School District intends to execute the School Bus Stop Arm Enforcement Program Opt-in Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program.

RESOLVED, the Oceanside School District Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Oceanside School District, and Bus Patrol America LLC, and agrees to be bound by its terms.

D. RESOLUTION TO AWARD INDEPENDENT EXTERNAL AUDITING SERVICES

WHEREAS, the Board of Education of the Oceanside Union Free School District solicited proposals for independent external auditing services, pursuant to a request for proposal ("RFP") process in accordance with the District's procurement policies and procedures adopted pursuant to applicable provisions of General Municipal Law section 104-b; and

NOW BE IT RESOLVED that, upon the recommendation of the Superintendent of Schools, the Board of Education of the Oceanside Union Free School District hereby approves the proposal for independent external auditing services as submitted by RS Abrams & Co., LLP for the 2022 – 2023 fiscal year with options to renew for four (4) subsequent fiscal years until June 30, 2027; and

BE IT FURTHER RESOLVED that the Board hereby authorizes the Board President to execute said agreement with RS Abrams & Co., LLP on behalf of the Board of Education.

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: <u>Oceanside</u>
Total No. of School Buses: _____
Agreed-Upon Installation Start Date: _____
Participating School District Point of Contact: <u>Rachael Blackman</u>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.

- 5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

- 6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.

- 7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:

- a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to ~~prevent Participating School District from accessing any photographs,~~ microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
- b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit

any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
-
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as

regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."


27. **ENTIRE AGREEMENT.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

School District

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Name
Title

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer



UNIONDALE UNION FREE SCHOOL DISTRICT
933 GOODRICH STREET, UNIONDALE, NEW YORK 11553-2499
Website: <http://district.uniondaleschools.org>

BOARD OF EDUCATION

MARY BEDIKO, ED.D., *President*
NATALIE J. LONGSWORTH, J.D., *Vice President*
ADDIE BLANCO-HARVEY, *President*
CHARMISE P. DESIRÉ, *Trustee*
CAROL EASON, *Vice President*
TRISTON MOHAMED, *Student Member*

MONIQUE DARRISAW-AKIL, PH.D.
Superintendent of Schools
516-560-8824 • FAX 516-414-5675
E-MAIL: MAKIL@uniondaleschools.org

ADMINISTRATION
RHONDA A. TAYLOR

Assistant Superintendent for Curriculum and Instruction
516-560-8825 • FAX 516-560-8917
MR. ROBERT RODRIGUEZ
Assistant Superintendent for Human Resources
516-560-8822 • FAX 516-560-8927
MARY MARTINEZ-LAGNADO, Ed.D.
Interim Assistant Superintendent for Business Affairs
516-560-8801 • FAX 516-918-1071

DISTRICT CLERK

PATRICIA MCSHANE-CONNOLLY
516-560-8945 • FAX 516-918-1060

August 10, 2022

**OFFICIAL
EXCERPT OF MINUTES
BOARD OF EDUCATION MEETING
Tuesday, April 26, 2022**

XII BUSINESS

Approval of agreement with the Board of Education of the Uniondale Union Free School District and Town of Hempstead School Bus Stop Arm Enforcement Program

WHEREAS, the Uniondale Union Free School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town.

WHEREAS, the Uniondale Union Free School District intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1; and enter into the Stop Arm Program.

RESOLVED, the Uniondale UFSD Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Uniondale Union Free School District, and Bus Patrol America LLC, and agrees to be bound by its terms.

Motion by: Ms. Eason
Motion Passed

Seconded by: Dr. Bediako

YEA: 5
NAY: 0
ABSTAIN: 0

Prepared by: *PMShane*
Patricia McShane-Connolly
District Clerk

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: Uniondale Union Free School District

Total No. of School Buses: 221

Agreed-Upon Installation Start Date: May 1, 2022

Participating School District Point of Contact: Avril Ashley

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
 - i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
 - i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
- a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Uniondale Union Free School District
933 Goodrich Street
Uniondale, New York 11553
aashley@uniondaleschools.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **AUDIT.** BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

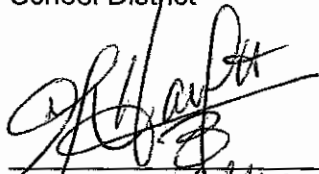
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD


School District

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Name Addie Blanco-Harvey
Board President

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer

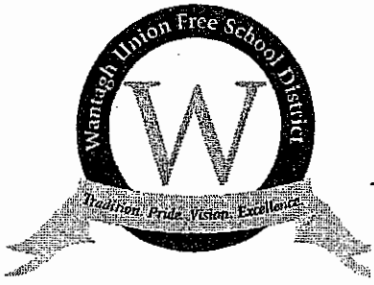
WHEREAS, the Uniondale Union Free School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town.

WHEREAS, the Uniondale Union Free School District intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program.

RESOLVED, the Uniondale UFSD Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Uniondale Union Free School District, and Bus Patrol America LLC, and agrees to be bound by its terms.



WANTAGH UNION FREE SCHOOL DISTRICT

Board of Education

DISTRICT ADMINISTRATIVE OFFICES • 3301 BELTAGH AVENUE • WANTAGH, NY 11793 • (516) 765-4103

Elaine McGuigan
District Clerk

June 16, 2022

To Whom It May Concern:

This is to certify that the following was approved by the Wantagh UFSD at its meeting of June 15, 2022:

“that the Board of Education approve the following resolution:

WHEREAS, the Wantagh Union Free School District intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the “Stop Arm Program”);

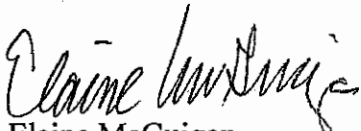
WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town;

WHEREAS, the Wantagh Union Free School District intends to execute School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program; and

RESOLVED, the Wantagh Union Free School District Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-In Agreement made between the Town of Hempstead, the Wantagh Union Free School District, and Bus Patrol America, LLC, and agrees to be bound by its terms.”

Sincerely,


Elaine McGuigan
District Clerk



**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: Wantagh Union Free School District

Total No. of School Buses: 2-district owned; Remainder with Educational Bus Transportation

Agreed-Upon Installation Start Date: ASAP

Participating School District Point of Contact: Anthony Cedrone

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
- a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.

9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.

10. Term, Termination.

- a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
- b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
- c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
- d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
- e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

~~**Excess/Umbrella Liability**, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.~~

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Wantagh UFSD
3301 Beltagh Ave.
Wantagh, NY 11793
Attn: Assistant Superintendent for Business

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **AUDIT.** BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol Systems.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

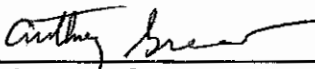
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

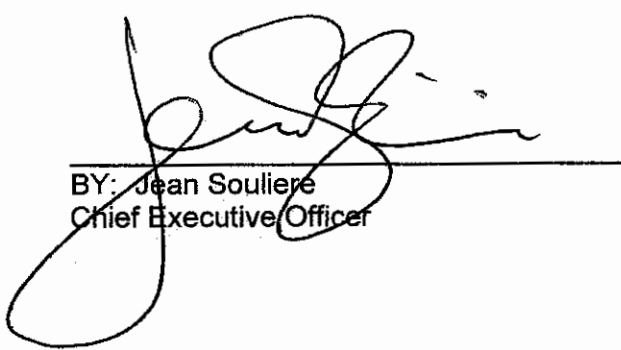
WANTAGH SCHOOL DISTRICT

BY: Joseph Martelli
Commissioner, Public Safety Department

 6/15/22

BY: Anthony Greco
President, Board of Education

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer



Agenda Item Details

Meeting Jun 14, 2022 - Board of Education Action Meeting - Auditorium

Category 7. FINANCE

Subject F. Town of Hempstead Stop Arm Enforcement Program Agreement

Access Public

Type Action

Recommended Action WHEREAS, the Westbury UFSD intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a; and

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town; and

WHEREAS, the Westbury UFSD intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program; and

RESOLVED, upon recommendation of the Superintendent of Schools, the Westbury UFSD Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Westbury UFSD, and Bus Patrol America LLC, and agrees to be bound by its terms.

Public Content

Administrative Content

This agenda item is aligned to goal #3 (District Operations and Financial Management).

[Town of Hempstead Stop Camera Agreement.pdf \(209 KB\)](#)

Motion & Voting

WHEREAS, the Westbury UFSD intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereinafter the "Stop Arm Program").

WHEREAS, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a; and

WHEREAS, pursuant to NYS VTL §1174-a, in order to participate in the Program, the School District must enter into an agreement with the Town; and

WHEREAS, the Westbury UFSD intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement attached hereto as Exhibit 1, and enter into the Stop Arm Program; and

https://www

<https://www.boarddocs.com/nj/wufsd/Board.nsf/Private?open&login>

RESOLVED, upon recommendation of the Superintendent of Schools, the Westbury UFSD Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, Westbury UFSD, and Bus Patrol America LLC, and agrees to be bound by its terms.

Motion by Michelle A Wilson, second by Rodney A Caines.

Final Resolution: Motion Carries

Yea: Michelle A Wilson, Pedro A Quintanilla, Rodney A Caines, Floyd T Ewing

Robert Troiano, Jr., President - 516 874-1922 Floyd T. Ewing, III, Vice President - 516 874-1926 Robin L. Bolling - 516 874-1931
Rodney A. Caines - 516 874-1923 Dr. Pless M. Dickerson - 516 874-1924 Pedro A. Quintanilla - 516 874-1925 Michelle A. Wilson -
516 874-1921

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: <u>Westbury UFSD</u>
Total No. of School Buses: <u>All</u>
Agreed-Upon Installation Start Date: <u>TBD</u>
Participating School District Point of Contact: <u>James Popkin</u>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.

- 5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

- 6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
- 7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Westbury UFSD
Department of Pupil Transportation
James Popkin
4 Hitchcock Lane
Old Westbury, NY 11568
(516) 876-5011
jpopkin@westburyschools.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **AUDIT.** BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the

responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol Systems.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as

regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

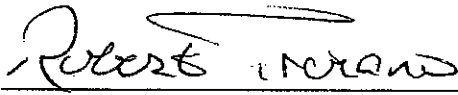
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

School District

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Robert Troiano
WUFSD Board of Education President

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Office

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: West Hempstead Union Free School District

Total No. of School Buses: ALL

Agreed-Upon Installation Start Date: ASAP

Participating School District Point of Contact: Joel Press – (516) 390-3103

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.
 - b. **TOH.** TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:

- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and
 - ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.

5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual

Property”), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol’s operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System or cause any other person to do any of the foregoing.

6. Damage or Destruction to the BusPatrol System. BusPatrol shall repair, refurbish, and/or replace any BusPatrol System, or component thereof, that may be damaged or destroyed, as determined through a good faith determination by both Parties, during the duration of BusPatrol’s participation in the TOH Stop Arm Program. BusPatrol shall bear all expenses associated with repairing, refurbishing, and/or replacing any damage or destruction to the BusPatrol System, or any part thereof, and agrees to hold harmless all parties to this Agreement, regardless of the cause of such damage or destruction unless such damage or destruction resulted from the negligence or willful misconduct of the TOH, Participating District, and/or Bus Company.

Examples of damage or destruction to the BusPatrol System include, but are not limited to:

- Damage or destruction resulting from weather, weather events, extreme temperatures, and/or natural disasters;
- Damage or destruction due to vandalism of any kind resulting from any person or entity;
- Damage or destruction resulting from an accident involving the District Buses, regardless of assignment of fault or negligence toward any person or entity; and
- Damage or destruction resulting from Acts of God.

7. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
8. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:

- a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.
9. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
10. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
11. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for

compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.

- e. In addition to other remedies the Participating District may have at law or equity, Participating District may seek reimbursement from the TOH for costs related to removal of the BusPatrol System under this Opt-In Agreement should BusPatrol breach its obligations, after providing the TOH notice and thirty (30) days to remove the BusPatrol System.
- f. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

12. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**

- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH must be included as additional insured.

All Acoro form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH as an additional insured on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.

(D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.

(E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and

obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

15. **Executory.** All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.
16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

West Hempstead UFSD
252 Chestnut Street
West Hempstead, NY 11552
Attn: Superintendent

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.

20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. SEVERANCE PAY. The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.

23. REQUIRED PROVISIONS OF LAW. If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.

24. BINDING. This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.

25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

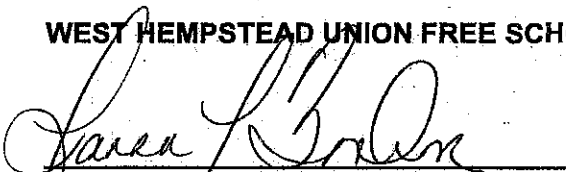
27. **ENTIRE AGREEMENT.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this 14th day of June, 2022.

TOWN OF HEMPSTEAD

BY: Joseph Martelli
Commissioner, Public Safety Department

WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT



BY:
TITLE: PRESIDENT, BOE

BUSPATROL AMERICA, LLC



BY: Jean Soullere
Chief Executive Officer

Docket #1-429: Upon the motion of Ms. Greaves, seconded by Mr. Trocchia and carried by seven, the Board approved a contract with CBIZ Valuation Group, LLC to provide Fixed Asset Reporting and Property Insurance Report Updating Services for the 2022-2023 school year.

Docket #1-430: Upon the motion of Ms. Greaves, seconded by Mr. Trocchia and carried by seven, the Board approved the contract with Cerini & Associates, LLP to provide Internal Auditing Services for the 2022-2023 school year.

Docket #1-431: Upon the motion of Ms. Greaves, seconded by Mr. Trocchia and carried by seven, the Board approved the Opt-In Agreement to participate in the Town of Hempstead, New York/Bus Patrol School Bus Stop Arm Enforcement Program.

Docket #1-432: Upon the motion of Ms. Greaves, seconded by Mr. Trocchia and carried by seven, the Board approved a contract with JN Business Services, as Pupil Transportation Consultant for the 2022-2023 school year.

Docket #1-433: Upon the motion of Ms. Greaves, seconded by Mr. Trocchia and carried by seven, the Board approved the Transfer of Funds from Unassigned Fund Balance to District Reserve Funds.

Docket #1-433.5: Upon the motion of Ms. Greaves, seconded by Mr. Trocchia and carried by seven, the Board approved the Transfer of Funds from Retirement Contribution Reserve to Retirement Contribution Reserve Sub-Fund.

Docket #1-434: Upon the motion of Ms. Greaves, seconded by Mr. Trocchia and carried by seven, the Board approved the Disposition of Records.

Docket #1-435: Upon the motion of Ms. Greaves, seconded by Mr. Trocchia and carried by seven, the Board approved Use of Facilities as follows:

<u>Organization</u>	<u>Day/Time</u>	<u>Room/Field</u>
<u>High School</u> Hillcrest Softball League	Sunday 7/3/22-9/25/22	Softball Field

Scanned
+ Jp
emailed
to Bus Patrol

Docket No. 1-431

June 14, 2022

TO: Board of Education
FROM: Joel C. Press *J. Press*
RE: Opt-In Agreement with Town of Hempstead/Bus Patrol

I recommend that the following resolution be adopted:

RESOLVED, that the Board of Education approves the Opt-In Agreement to participate in the Town of Hempstead, New York/Bus Patrol School Bus Stop Arm Enforcement Program as per the attached and authorizes the President of the Board of Education to sign the agreement.

STATE OF NEW YORK)
 :
COUNTY OF NASSAU)

I, the undersigned School District Clerk of Island Park Union Free School District of the Town of Hempstead, Nassau County, New York

DO HEREBY CERTIFY:

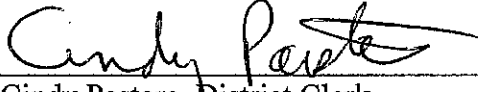
That I have compared the foregoing copy of the Minutes of the Regular Business Meeting of the Board of Education of said School District, held on the 29th day of August 2022 including the resolution contained herein, with the original thereof on file in my office and that the same is a true and correct copy of said original so far as the same relates to the subject matters therein referred to:

I FURTHER CERTIFY:

That all members of the said Board of Education had due notice of said meeting.

IN WITNESS WHEREOF:

I have hereunto set my hand and affixed the seal of said School District this 31st day of August 2022.


Cindy Pastore, District Clerk

SEAL

**BOARD OF EDUCATION
ISLAND PARK UNION FREE SCHOOL DISTRICT
ISLAND PARK, NEW YORK**

**EXTRACT FROM THE REGULAR BUSINESS MEETINGS
OF THE BOARD OF EDUCATION
DATED AUGUST 29, 2022**

**REGULAR BUSINESS MEETING OF THE BOARD OF EDUCATION OF THE ISLAND
PARK UNION FREE SCHOOL DISTRICT OF THE TOWN OF HEMPSTEAD, IN THE
COUNTY OF NASSAU, ISLAND PARK, NEW YORK.**

At the Regular Meeting of the Board of Education of Island Park Union Free School District of the Town of Hempstead, in the County of Nassau, New York, said school district, on the 29th day of August 2022 called to order by Jack Vobis, President, at 7:05 p.m.

Present:

JACK VOBIS, President
KATHLEEN McDONOUGH, Vice President
TARA BYRNE, Trustee
DIANA CARACCILO, Trustee
PATRICIA COLLINS, Trustee

The following resolution was offered by Trustee, Tara Byrne, who moved its adoption, seconded by Trustee, Patricia Collins, to wit:

Resolution #7.12 – Agreement between the District, the Town of Hempstead and Bus Patrol America, LLC:

Whereas, the Island Park Union Free School District (hereinafter the “School District”) intends to participate in the Town of Hempstead School Bus Stop Arm Enforcement Program (hereafter the “Stop Arm Program”);

Whereas, the Stop Arm Program is authorized under New York State Vehicle and Traffic Law §1174-a;

Whereas, pursuant to NYS VTL §1174-a, in order to participate in the Stop Arm Program, the School District must enter into an agreement with the Town of Hempstead;

Whereas, the School District intends to execute the School Bus Stop Arm Enforcement Program Opt-In Agreement, attached hereto as Exhibit 1, and enter into the Stop Arm Program;

Resolved, that the Board of Education hereby acknowledges and approves the Town of Hempstead School Bus Stop Arm Enforcement Program Opt-in Agreement made between the Town of Hempstead, the School District, and Bus Patrol America LLC, and agrees to be bound by its terms.

The question of the adoption of the foregoing resolution was duly put to a vote which resulted as follows:

JACK VOBIS	Voting	YES
KATHLEEN McDONOUGH	Voting	YES
TARA BYRNE	Voting	YES
DIANA CARACCIOLO	Voting	YES
PATRICIA COLLINS	Voting	YES

The resolution was thereupon declared duly adopted.

Dated: August 31, 2022
Island Park, New York

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

<p>Participating School District Name: <u>Island Park Union Free School District</u></p> <p>Total No. of School Buses: <u>32</u></p> <p>Participating School District Point of Contact: <u>Vincent Randazzo</u></p>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the Island Park Union Free School District, the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.
 - b. **TOH.** TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:

- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and
 - ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol

Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.
8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs,

microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.

9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.

10. Term, Termination.

- a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
- b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
- c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing thirty (30) days prior written notice to the other parties.
- d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
- e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, the Participating School District and its Board of Education, their officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH, the Participating School District and its Board of Education, and their officers and employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred

by the TOH or the Participating School District on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH and the Participating School District, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH and Participating School District must be listed as additional insureds. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The TOH and Participating School District must be listed as additional insureds.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any

regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH and Participating School District must be included as additional insureds.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH and Participating School District as certificate holders and name the TOH and Participating School District as an additional insureds on a primary and noncontributory basis. The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department

Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by the Participating School District without prior written consent of the TOH, and the TOH shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH or the Participating School District for the payment of any such unpaid costs, expenses or fees.
16. Notice. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

JMartelli@tohmail.org

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. Non-Waiver. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. Severability. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. Choice of Law, Venue. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. AUDIT. BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's

business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol Systems.

22. SEVERANCE PAY. The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. REQUIRED PROVISIONS OF LAW. If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. BINDING. This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

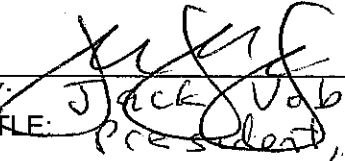
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____ 2022.

TOWN OF HEMPSTEAD

ISLAND PARK UNION FREE SCHOOL DISTRICT

BY: Joseph Martelli
Commissioner, Public Safety Department

BY: 
TITLE: President, BOE

BUSPATROL AMERICA, LLC

BY: Jean Souliere
Chief Executive Officer

EXTRACT OF MINUTES

APRIL 6, 2022

**Regular Meeting of the Board of Education of
Seaford Union Free School District
County of Nassau, New York**

A Regular Meeting of the Board of Education, Seaford Union Free School District, was held on Wednesday, April 6, 2022, in the All-Purpose Room located in the Manor Elementary School, 1590 Washington Avenue in Seaford, New York which convened at 7:35 p.m.

PRESENT: Ms. Stacie Stark - President
Mr. Kevin Devlin - Vice President
Ms. Andrea Parisi - Trustee
Ms. Natalie Pedisich - Trustee

ALSO PRESENT:

Dr. Adele V. Pecora
Mr. John A. Strifflino
Ms. Rhonda L. Meserole
Ms. Mary Anne Sadowski – Attorney

Motion by Mr. Devlin, second by Ms. Pedisich, to approve the Opt-In Agreement between Seaford UFSD, the Town of Hempstead and BusPatrol America LLC for the installation, operation and maintenance of school bus violation monitoring systems on school buses and authorize the Board President to execute said agreements on its behalf.

Stacie Stark - No Discussion
Kevin Devlin - Aye
Andrea Parisi - Aye
Natalie Pedisich - Aye
Motion Carried.

DISTRICT CLERK'S CERTIFICATION

J. Carmen T. Ouellette, being duly appointed and acting District Clerk of the Seaford Union Free School District, in the County of Nassau, State of New York, hereby certify that the foregoing extract of minutes of a Regular Meeting of the Board of Education of said District, held on Wednesday, April 6, 2022 is a complete and correct copy thereof of said original minutes.



Carmen T. Ouellette

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name: _____	<u>Seaford UFSD</u>
Total No. of School Buses: _____	<u>34</u>
Agreed-Upon Installation Start Date: _____	<u>April 11, 2022</u>
Participating School District Point of Contact: _____	<u>Margaret Cervini</u>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
- i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
 - a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Participating School District, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH and the Participating School District, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH and the Participating School District shall be listed as additional insureds. The additional insured

endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH and the Participating School District shall be included as additional insureds.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH and the Participating School District as additional insureds on a primary and noncontributory basis. The commercial general and automobile policies shall be primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH and Participating School District as additional insureds on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better.

In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by BusPatrol without prior written consent of the TOH and the Participating School District. The TOH and Participating School District shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement

(including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Dr. Adele Pecora
Superintendent of Schools
Seaford UFSD
1600 Washington Avenue
Seaford, NY 11783

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **AUDIT.** BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of

signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

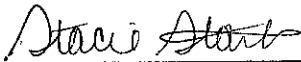
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

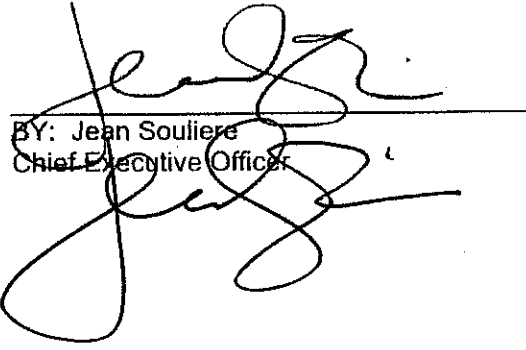
SEAFORD UNION FREE SCHOOL DISTRICT

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Stacie Stark 4/6/2022
Board of Education President

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer

**OPT-IN AGREEMENT
TO PARTICIPATE IN THE TOWN OF HEMPSTEAD, NEW YORK/BUSPATROL
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

Participating School District Name:	<u>Seaford UFSD</u>
Total No. of School Buses:	<u>34</u>
Agreed-Upon Installation Start Date:	<u>April 11, 2022</u>
Participating School District Point of Contact:	<u>Margaret Cervini</u>

It is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the School District ("Participating School District" or "District"), the Town of Hempstead ("TOH") and BusPatrol America LLC ("BusPatrol") (collectively the "Parties"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with the Hempstead Town Code Chapter 186 (the "Local Law") and Section 1174-a of the New York State Vehicle and Traffic Law (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by the Participating School District (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the TOH and its contractor, BusPatrol, to install and operate the particular BusPatrol System identified above on buses owned and operated by the District or privately owned and operated by Participating School District's transportation services vendor ("Bus Company") for compensation under contract with such District.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between TOH and BusPatrol for the "SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM" (the "Master Agreement"), the TOH will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on buses owned and operated by the Participating District or privately owned and operated by Bus Company for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the Participating School District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System, and the Participating School District shall have no right or entitlement to any portion of collected monies from the enforcement of the Stop Arm Laws under this agreement or the Master Agreement.
4. **Responsibilities of the Parties:**
 - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.

- b. TOH. TOH is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
 - i. Arranging for TOH Enforcement Technician to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
 - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
 - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
 - i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the TOH and BusPatrol);
 - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
 - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
 - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
 - v. If the Participating School District does not own and operate the buses customarily used on the routes in its district, then the Participating School District shall enter into an agreement with the Bus Company, and said agreement shall require compliance with the applicable terms of this Opt-In Agreement. If the Participating School District does not enter into such agreement with the Bus Company, or if the Bus Company fails to comply with the applicable terms of the Master Agreement or this Opt-In Agreement, the TOH or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
 - vi. Advising the Bus Company, if any, of its contractual and statutory obligations to provide Contractor with access to the District Buses owned/and or operated by the Bus Company, beginning on the Installation Start Date specified above, and facilitate the Contractor's efforts to access same;
 - vii. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
 - viii. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems; and

- ix. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from any non-enforcement cameras installed under this Agreement are only accessed by authorized personnel from the Participating School District.
5. License, Restricted Use. BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. Participating District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The Participating District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System, or cause any other person to do any of the foregoing.

6. Reporting. In accordance with the Local Law, the Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law, to the State, TOH, any incorporated village that is within the Participating School District and enters into a participation agreement with TOH and BusPatrol, the Nassau County Traffic & Parking Violations Agency, or any official(s) thereof. BusPatrol and TOH agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. Restrictions on Access to Enforcement Data. In accordance with the N.Y. Vehicle & Traffic Law, the Local Law, and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
- a. Pursuant to the Local Law and Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems but shall provide, pursuant to this agreement and as provided in the Local Law, for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems, and for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the TOH for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
 - b. In accordance with the Local Law, BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs,

microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to the Local Law or (ii) upon final disposition of a notice of liability issued pursuant to this Local Law.

8. Restrictions on Access to Non-Enforcement Camera Data. The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant under this Agreement shall be made available only to the Participating School District, and shall not be made available to the TOH or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by Participating School District or required by law.
9. Changes. Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. Term, Termination.
 - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties as long as New York State has extended or eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.
 - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and TOH is terminated in accordance with the terms of said Master Agreement.
 - c. This Opt-In Agreement may also be terminated by the Participating School District, the TOH or BusPatrol by providing 30 days prior written notice to the other parties.
 - d. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
 - e. Termination of this Opt-In Agreement will have no effect on the Master Contract, or on any Opt-In Agreement with any other Participating School District.

11. Defense and Indemnification.

PROFESSIONAL SERVICES: For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TOH, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

For all matters arising out of BusPatrol's professional services, BusPatrol agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Participating School District, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of BusPatrol, or third parties under the direction or control of BusPatrol in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of BusPatrol's professional services (such other matters commonly referred to as "General Liability Claims"), BusPatrol agrees to the fullest extent permitted by law to defend, indemnify and hold the TOH and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the TOH on behalf of any party, in connection with or arising directly or indirectly from this Agreement. BusPatrol shall investigate, handle, respond to and defend any such claims, demands or suits at their sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the TOH for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of TOH employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the TOH.

Insurance Requirements. At all times during the term of this Agreement, BusPatrol and its sub-contractors, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the TOH and the Participating School District, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York:

- a. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that BusPatrol or the Participating School District is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The TOH and the Participating School District shall be listed as additional insureds. The additional insured

endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. **Automobile Liability Insurance** coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The TOH and the Participating School District shall be included as additional insureds.

All Acord form certificates of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) All policies of insurance procured by BusPatrol as required under this Agreement shall list the TOH as a certificate holder and name the TOH and the Participating School District as additional insureds on a primary and noncontributory basis. The commercial general and automobile policies shall be primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the TOH.
- (D) The umbrella/excess policy shall include follow form language over the underlying policies of insurance and must contain a waiver of subrogation in favor of the TOH. The umbrella/excess policy shall name TOH and Participating School District as additional insureds on a primary and noncontributory basis.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the TOH is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better.

In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the TOH, its officers, or its employees shall be excess and noncontributory insurance to that provided by BusPatrol. BusPatrol and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to BusPatrol may be suspended in the event BusPatrol and its sub-contractor(s), if any, fail to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the TOH Public Safety Commissioner at the address listed below:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550

On receipt of such notice, the TOH shall have the option to cancel this Agreement without further expense or liability to the TOH, or to require BusPatrol to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the TOH. Failure of BusPatrol to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve BusPatrol from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of BusPatrol concerning indemnification.

All losses of TOH property shall be adjusted with and made payable directly to the TOH.

All Certificates of Insurance shall be approved by the TOH or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due BusPatrol until BusPatrol furnishes such additional security as is determined necessary by the TOH.

14. Non-Assignment. This Agreement may not be assigned by BusPatrol without prior written consent of the TOH and the Participating School District. The TOH and Participating School District shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
15. Executory. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover the Technology Fees, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement

(including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the TOH for the payment of any such unpaid costs, expenses or fees.

16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Town of Hempstead
Public Safety Department
Attention: Commissioner
200 N. Franklin Street
Hempstead, NY 11550
JMartelli@tohmail.org

Dr. Adele Pecora
Superintendent of Schools
Seaford UFSD
1600 Washington Avenue
Seaford, NY 11783

BusPatrol America LLC
Jean Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the New York State Supreme Court, Nassau County as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **AUDIT.** BusPatrol shall maintain an accounting system that enables the TOH to readily identify assets, liabilities, revenues, expenses and disposition of TOH funds directly related to the performance of this Contract. Records should include, but not be limited to, those kept by BusPatrol, its employees, agents, and assigns directly related to the performance of this Contract.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the TOH Comptroller. BusPatrol shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the TOH.

The audits may include examination and review of the source and application of all funds from the TOH, state, or federal governments. BusPatrol shall not be entitled to any interim or final payment under this Agreement, **and any overpayment may be recouped**, if any audit requirements and/or requests have not been satisfactorily met **or if any expenditures or fees by BusPatrol are determined to be irregular by the auditor**. This paragraph shall survive the termination of the Agreement.

The Parties expressly agree that any access to relevant records shall be provided at a mutually agreed upon time and location, and will not disrupt the operation of Contractor's business. Notwithstanding the previous sentence, if the TOH becomes subject to a State or local audit, records shall be produced by BusPatrol upon the TOH's demand. In no event shall Contractor be obligated to maintain or provide access to records relating to the cost to develop, install, operate or maintain the BusPatrol System.

22. **SEVERANCE PAY.** The TOH Shall Not Be Charged for Severance Pay Incentives. The TOH is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The TOH is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that TOH funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, BusPatrol and/or the Participating School District shall immediately reimburse the TOH for the full amount with interest upon receipt of a written demand from the TOH. In addition, the TOH may declare this agreement null and void.
23. **REQUIRED PROVISIONS OF LAW.** If any provision required by law is not inserted in this Agreement, through mistake or otherwise, then upon the application of either party, the Parties agree to work in good faith to amend this Agreement to make such required insertion.
24. **BINDING.** This Agreement shall be valid and binding once it has been approved by the TOH, executed by the TOH Public Safety Commissioner, and delivered to BusPatrol and the Participating School District at the addresses indicated in the introductory paragraph of this Agreement.
25. **RULES OF CONSTRUCTION.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
26. **COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of

signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

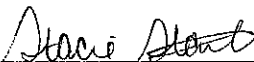
27. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement made this ____ day of _____, 20____.

TOWN OF HEMPSTEAD

SEAFORD UNION FREE SCHOOL DISTRICT

BY: Joseph Martelli
Commissioner, Public Safety Department



BY: Stacie Stork 4/6/2022
Board of Education President

BUSPATROL AMERICA, LLC



BY: Jean Souliere
Chief Executive Officer

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

Item # 65
7

CASE NO.30740

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.62-2022, 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 September 20th, 2022 at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 62-2022, 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 #

66

Case #

30740

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 sixty two of two thousand twenty two is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

FRANKLIN SQUARE
Section 202-7

PACIFIC AVENUE (TH 335/22) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 68 feet north of the
north curbline of Lloyd Street, then
north for a distance of 367 feet.

PACIFIC AVENUE (TH 335/22) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 454 feet north of the
north curbline of Lloyd Street, then
north for a distance of 53 feet.

PACIFIC AVENUE (TH 335/22) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 527 feet north of the
north curbline of Lloyd Street, then
north for a distance of 366 feet.

PACIFIC AVENUE (TH 335/22) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 911 feet north of the
north curbline of Lloyd Street, then
north to the south curbline of Concord
Street.

LIDO BEACH
Section 202-2

SHAREN DRIVE (TH 4/22) East Side -
NO PARKING MAY 15th - SEPTEMBER 30th -
starting at the north curbline of
Marginal Road, north to the south
curbline of Gerry Avenue.

MERRICK
Section 202-11

BABYLON TURNPIKE (TH 344/22) West Side -
30 MINUTES PARKING - starting at a point
30 feet north of the north curbline of
Chestnut Street north for a distance of
37 feet.

BABYLON TURNPIKE (TH 344/22) West Side -
ONE HOUR PARKING 7 AM TO 7PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 67 feet north of the
north curbline of Chestnut Street north
for a distance of 127 feet.

OCEANSIDE
Section 202-13

KOWAL COURT (TH 368/22) West Side -
NO PARKING 9 PM - 9 AM - starting at a
point 45 feet south of the south curblines
of Kirkwood Avenue south for a distance
of 98 feet.

WASHINGTON AVENUE (TH 289/22) East Side -
NO PARKING 8 AM TO 4 PM MONDAY,
WEDNESDAY, FRIDAY EXCEPT SATURDAYS ,
SUNDAYS AND HOLIDAYS - starting at a
point 31 feet north of the north curblines
of Nassau Parkway, north for a distance
of 334 feet.

WASHINGTON AVENUE (TH 289/22) East Side -
NO PARKING 8 AM TO 4 PM MONDAY,
WEDNESDAY, FRIDAY EXCEPT SATURDAYS ,
SUNDAYS AND HOLIDAYS - starting at a
point 425 feet north of the north
curblines of Nassau Parkway, north to a
point 30 feet south of the south
curblines of Bedell Street.

WASHINGTON AVENUE (TH 289/22) East Side -
NO PARKING 8 AM TO 4 PM MONDAY,
WEDNESDAY, FRIDAY EXCEPT SATURDAYS ,
SUNDAYS AND HOLIDAYS - starting at a
point 30 feet north of the north curblines
of Bedell Street Parkway, north to a
point 30 feet south of the south curblines
of Jackson Avenue.

WASHINGTON AVENUE (TH 289/22) East Side -
NO PARKING 8 AM TO 4 PM MONDAY,
WEDNESDAY, FRIDAY EXCEPT SATURDAYS ,
SUNDAYS AND HOLIDAYS - starting at a
point 32 feet north of the north curblines
of Jackson Avenue, north to a point 97
feet south of the south curblines of
Merrick Road.

WASHINGTON AVENUE (TH 289/22) West Side -
NO PARKING 8 AM TO 4 PM TUESDAY AND
THURSDAY EXCEPT SATURDAYS , SUNDAYS AND
HOLIDAYS - starting at a point 64 feet
north of the north curblines of Nassau
Parkway, north for a distance of
260 feet.

WASHINGTON AVENUE (TH 289/22) West Side -
NO PARKING 8 AM TO 4 PM TUESDAY AND
THURSDAY EXCEPT SATURDAYS , SUNDAYS AND
HOLIDAYS - starting at a point 28 feet
south of the south curblines of Oswald
Court, south for a distance of 392 feet.

WASHINGTON AVENUE (TH 289/22) West Side -
NO PARKING 8 AM TO 4 PM TUESDAY AND
THURSDAY EXCEPT SATURDAYS , SUNDAYS AND
HOLIDAYS - starting at a point 32 feet
north of the north curblines of Oswald
Court, north for a distance of 91 feet.

WASHINGTON AVENUE (TH 289/22) West Side -
NO PARKING 8 AM TO 4 PM TUESDAY AND
THURSDAY EXCEPT SATURDAYS, SUNDAYS AND
HOLIDAYS - starting at a point 177 feet
north of the north curblines of Oswald
Court, north to a point 107 feet south of
the south curblines of Merrick Road.

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 sixty two of two thousand twenty two is hereby amended By repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

FRANKLIN SQUARE
Section 202-7

PACIFIC AVENUE (TH 505/03) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at the south curbline of
Concord Street, south for a distance
of 100 feet.
(Adopted 1/27/04)

PACIFIC AVENUE (TH 505/03) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting a point 120 feet south of the
south curbline of Concord Street, south
to a point opposite the southeast
curbline of Lutz Street.
(Adopted 1/27/04)

PACIFIC AVENUE (TH 177/73) West Side -
NO PARKING LOADING ZONE MONDAY THROUGH
FRIDAY 8 AM TO 9 PM - starting from a
point 108 feet north of the north
curbline of Lloyd Street, north for a
distance of 38 feet.
(Adopted 7/10/73)

MERRICK
Section 202-11

BABYLON TURNPIKE West Side - starting
at a point 30 feet north of the north
curbline of Chestnut Street, north for
a distance of 154 feet.
(Adopted 2/14/67)

OCEANSIDE
Section 202-13

ATLANTIC AVENUE (TH 165/86) North Side -
NO PARKING 8 AM TO 6 PM EXCEPT SUNDAYS-
starting at a point 376 feet east of
the east curbline of Davison Street,
east for a distance of 45 feet.
(Adopted 7/15/86)

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 20th day of September, 2022, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

FRANKLIN SQUARE
Section 202-7

PACIFIC AVENUE (TH 335/22) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 68 feet north of the
north curbline of Lloyd Street, then
north for a distance of 367 feet.

PACIFIC AVENUE (TH 335/22) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 454 feet north of the
north curbline of Lloyd Street, then
north for a distance of 53 feet.

PACIFIC AVENUE (TH 335/22) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 527 feet north of the
north curbline of Lloyd Street, then
north for a distance of 366 feet.

PACIFIC AVENUE (TH 335/22) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 911 feet north of the
north curbline of Lloyd Street, then
north to the south curbline of Concord
Street.

LIDO BEACH
Section 202-2

SHAREN DRIVE (TH 4/22) East Side -
NO PARKING MAY 15th - SEPTEMBER 30th -
starting at the north curbline of
Marginal Road, north to the south
curbline of Gerry Avenue.

MERRICK
Section 202-11

BABYLON TURNPIKE (TH 344/22) West Side -
30 MINUTES PARKING - starting at a point
30 feet north of the north curbline of
Chestnut Street north for a distance of
37 feet.

BABYLON TURNPIKE (TH 344/22) West Side -
ONE HOUR PARKING 7 AM TO 7PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 67 feet north of the
north curbline of Chestnut Street north
for a distance of 127 feet.

KOWAL COURT (TH 368/22) West Side -
NO PARKING 9 PM - 9 AM - starting at a
point 45 feet south of the south curbline
of Kirkwood Avenue south for a distance
of 98 feet.

OCEANSIDE
Section 202-13

WASHINGTON AVENUE (TH 289/22) East Side -
NO PARKING 8 AM TO 4 PM MONDAY,
WEDNESDAY, FRIDAY EXCEPT SATURDAYS ,
SUNDAYS AND HOLIDAYS - starting at a
point 31 feet north of the north curbline
of Nassau Parkway, north for a distance
of 334 feet.

WASHINGTON AVENUE (TH 289/22) East Side -
NO PARKING 8 AM TO 4 PM MONDAY,
WEDNESDAY, FRIDAY EXCEPT SATURDAYS ,
SUNDAYS AND HOLIDAYS - starting at a
point 425 feet north of the north
curbline of Nassau Parkway, north to a
point 30 feet south south of the south
curbline of Bedell Street.

WASHINGTON AVENUE (TH 289/22) East Side -
NO PARKING 8 AM TO 4 PM MONDAY,
WEDNESDAY, FRIDAY EXCEPT SATURDAYS ,
SUNDAYS AND HOLIDAYS - starting at a
point 30 feet north of the north curbline
of Bedell Street Parkway, north to a
point 30 feet south of the south curbline
of Jackson Avenue.

WASHINGTON AVENUE (TH 289/22) East Side -
NO PARKING 8 AM TO 4 PM MONDAY,
WEDNESDAY, FRIDAY EXCEPT SATURDAYS ,
SUNDAYS AND HOLIDAYS - starting at a
point 32 feet north of the north curbline
of Jackson Avenue, north to a point 97
feet south of the south curbline of
Merrick Road.

WASHINGTON AVENUE (TH 289/22) West Side -
NO PARKING 8 AM TO 4 PM TUESDAY AND
THURSDAY EXCEPT SATURDAYS , SUNDAYS AND
HOLIDAYS - starting at a point 64 feet
north of the north curbline of Nassau
Parkway, north for a distance of
260 feet.

WASHINGTON AVENUE (TH 289/22) West Side -
NO PARKING 8 AM TO 4 PM TUESDAY AND
THURSDAY EXCEPT SATURDAYS , SUNDAYS AND
HOLIDAYS - starting at a point 28 feet
south of the south curbline of Oswald
Court, south for a distance of 392 feet.

WASHINGTON AVENUE (TH 289/22) West Side -
NO PARKING 8 AM TO 4 PM TUESDAY AND
THURSDAY EXCEPT SATURDAYS , SUNDAYS AND
HOLIDAYS - starting at a point 32 feet
north of the north curbline of Oswald
Court, north for a distance of 91 feet.

WASHINGTON AVENUE (TH 289/22) West Side -
NO PARKING 8 AM TO 4 PM TUESDAY AND
THURSDAY EXCEPT SATURDAYS, SUNDAYS AND
HOLIDAYS - starting at a point 177 feet
north of the north curbline of Oswald
Court, north to a point 107 feet south of
the south curbline of Merrick Road.

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

FRANKLIN SQUARE
Section 202-7

PACIFIC AVENUE (TH 505/03) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at the south curbline of
Concord Street, south for a distance
of 100 feet.
(Adopted 1/27/04)

PACIFIC AVENUE (TH 505/03) West Side -
TWO HOUR PARKING 8 AM TO 8 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting a point 120 feet south of the
south curbline of Concord Street, south
to a point opposite the southeast
curbline of Lutz Street.
(Adopted 1/27/04)

PACIFIC AVENUE (TH 177/73) West Side -
NO PARKING LOADING ZONE MONDAY THROUGH
FRIDAY 8 AM TO 9 PM - starting from a
point 108 feet north of the north
curbline of Lloyd Street, north for a
distance of 38 feet.
(Adopted 7/10/73)

MERRICK
Section 202-11

BABYLON TURNPIKE West Side - starting
at a point 30 feet north of the north
curbline of Chestnut Street, north for
a distance of 154 feet.
(Adopted 2/14/67)

OCEANSIDE
Section 202-13

ATLANTIC AVENUE (TH 165/86) North Side -
NO PARKING 8 AM TO 6 PM EXCEPT SUNDAYS-
starting at a point 376 feet east of
the east curbline of Davison Street,
east for a distance of 45 feet.
(Adopted 7/15/86)

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

Dated: September 7, 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.30741

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. 63-2022, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on September 20th, 2022, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 63-2022, 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 # 67

Case # 30741

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

BALDWIN SEAMAN AVENUE (TH 323-22) South Side - NO PARKING ANYTIME - starting at a point 7 feet west of the curbline of Grove Street, west for a distance of 152 feet.

LEVITTOWN WOLCOTT ROAD (TH 343/22) West Side - NO STOPPING ANYTIME - starting at a point 210 feet north of the north curbline of the Hempstead Turnpike northside Marginal Road, north for a distance of 80 feet.

MERRICK KOWAL COURT (TH 368/22) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Kirkwood Avenue south for a distance of 45 feet.

OCEANSIDE WASHINGTON AVENUE (TH 289/22) West Side - NO STOPPING ANYTIME - starting at a point 123 feet north of the north curbline of Oswald Court, north for a distance of 54 feet.

WEST HEMPSTEAD NASSAU BOULEVARD(TH 370/22)West Side- NO STOPPING HERE TO CORNER - starting at the north curbline of Guildford Court north for a distance of 40 feet.

NASSAU BOULEVARD(TH 370/22)West Side- NO STOPPING HERE TO CORNER - starting at the south curbline of Guillford Court south for a distance of 40 feet.

NASSAU BOULEVARD(TH 370/22)West Side- NO STOPPING HERE TO CORNER - starting at the north curbline of Roy Street north for a distance of 40 feet.

WOODMERE DERBY AVENUE (TH 361/22) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of west Broadway north for a distance of 25 feet.

DERBY AVENUE (TH 361/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curblineline of west Broadway
north for a distance of 33 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 sixty three of two thousand twenty two is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

FRANKLIN SQUARE PACIFIC AVENUE (TH 177/73) West Side -
NO PARKING ANYTIME - starting from a
point 68 feet north of the north
curblineline of Lloyd Street, north for a
distance of 40 feet.
(Adopted 7/10/73)

WEST HEMPSTEAD NASSAU BOULEVARD (TH 60/96) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curblineline of Guilford
Court north for a distance of 30 feet.
(Adopted 7/9/96)

NASSAU BOULEVARD (TH 60/96) West Side -
NO STOPPING HERE TO CORNER - starting
at the south curblineline of Guilford
Court south for a distance of 28 feet.
(Adopted 7/9/96)

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 20th day of September, 2022, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE "PARKING OR STANDING PROHIBITIONS" at the following locations:

BALDWIN SEAMAN AVENUE (TH 323-22) South Side - NO PARKING ANYTIME - starting at a point 7 feet west of the curbline of Grove Street, west for a distance of 152 feet.

LEVITTOWN WOLCOTT ROAD (TH 343/22) West Side - NO STOPPING ANYTIME - starting at a point 210 feet north of the north curbline of the Hempstead Turnpike northside Marginal Road, north for a distance of 80 feet.

MERRICK KOWAL COURT (TH 368/22) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Kirkwood Avenue south for a distance of 45 feet.

OCEANSIDE WASHINGTON AVENUE (TH 289/22) West Side - NO STOPPING ANYTIME - starting at a point 123 feet north of the north curbline of Oswald Court, north for a distance of 54 feet.

WEST HEMPSTEAD NASSAU BOULEVARD (TH 370/22) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Guildford Court north for a distance of 40 feet.

NASSAU BOULEVARD (TH 370/22) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Guildford Court south for a distance of 40 feet.

NASSAU BOULEVARD (TH 370/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curblin e of Roy Street
north for a distance of 40 feet.

WOODMERE

DERBY AVENUE (TH 361/22) East Side -
NO STOPPING HERE TO CORNER - starting
at the north curblin e of west Broadway
north for a distance of 25 feet.

DERBY AVENUE (TH 361/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curblin e of west Broadway
north for a distance of 33 feet.

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

FRANKLIN SQUARE PACIFIC AVENUE (TH 177/73) West Side -
NO PARKING ANYTIME - starting from a
point 68 feet north of the north
curblin e of Lloyd Street, north for a
distance of 40 feet.
(Adopted 7/10/73)

WEST HEMPSTEAD

NASSAU BOULEVARD (TH 60/96) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curblin e of Guilford
Court north for a distance of 30 feet.
(Adopted 7/9/96)

NASSAU BOULEVARD (TH 60/96) West Side -
NO STOPPING HERE TO CORNER - starting
at the south curblin e of Guilford
Court south for a distance of 28 feet.
(Adopted 7/9/96)

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

Dated: September 7, 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. 30742

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. 64-2022, 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 September 20th, 2022, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 64-2022, Print No. 1, to amend Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 68
Case # 30742

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 sixty four of two thousand twenty two is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

EAST MEADOW DOUGLAS DRIVE (TH 371/22) STOP - All traffic moving westbound on Douglas Court shall come to a full stop.

(NR)LYNBROOK UNION AVENUE (TH 345/22) STOP - All traffic moving southbound on Sunset Avenue shall come to a full stop.

OCEANSIDE OCEANSIDE ROAD(TH 327/22) STOP - All traffic traveling westbound on Allen Avenue shall come to a full stop.

OCEANSIDE ROAD(TH 327/22) STOP - All traffic traveling eastbound on Clovermere Road shall come to a full stop.

UNIONDALE WINTER AVENUE (TH 337/22) STOP - All traffic moving southbound on Wake Street shall come to a full stop.

WESTBURY LADENBURG DRIVE (TH 369/22)STOP - All traffic southbound on Ralph Place shall come to a full stop.

LADENBURG DRIVE (TH 369/22)STOP - All traffic northbound on Ralph Court 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 20th day of September, 2022, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

- | | |
|--------------|---|
| EAST MEADOW | DOUGLAS DRIVE (TH 371/22) STOP - All traffic moving westbound on Douglas Court shall come to a full stop. |
| (NR)LYNBROOK | UNION AVENUE (TH 345/22) STOP - All traffic moving southbound on Sunset Avenue shall come to a full stop. |
| OCEANSIDE | OCEANSIDE ROAD(TH 327/22) STOP - All traffic traveling westbound on Allen Avenue shall come to a full stop.

OCEANSIDE ROAD(TH 327/22) STOP - All traffic traveling eastbound on Clovermere Road shall come to a full stop. |
| UNIONDALE | WINTER AVENUE (TH 337/22) STOP - All traffic moving southbound on Wake Street shall come to a full stop. |
| WESTBURY | LADENBURG DRIVE (TH 369/22)STOP - All traffic southbound on Ralph Place shall come to a full stop.

LADENBURG DRIVE (TH 369/22)STOP - All traffic northbound on Ralph Court 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: September 7, 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.30743

RESOLUTION NO.

ADOPTED:

Senior Councilmember 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 has introduced a proposed local law known as Intro. No.65-2022, 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 September 20th, 2022 at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 65-2022, 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:

NOES:

Item # 69

Case # 30743

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 fifty three of two thousand twenty two is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

(NR) VALLEY STREAM

SANFORD COURT (TH 332/22) West Side - NO STOPPING 8 AM TO 4 PM SCHOOL DAYS- starting at a point 16 feet south of the south curblineline of Jedwood Place, then south for a distance of 75 feet.

JEDWOOD PLACE (TH 332/22) South Side - NO STOPPING 8 AM TO 4 PM SCHOOL DAYS- starting at a point 15 feet west of the west curblineline of Sanford Court, then west for a distance of 70 feet.

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 20th day of September, 2022, at 7:00 o'clock in the evening 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:

(NR) VALLEY STREAM

SANFORD COURT (TH 332/22) West Side -
NO STOPPING 8 AM TO 4 PM SCHOOL DAYS-
starting at a point 16 feet south of
the south curblineline of Jedwood Place,
then south for a distance of 75 feet.

JEDWOOD PLACE (TH 332/22) South Side -
NO STOPPING 8 AM TO 4 PM SCHOOL DAYS-
starting at a point 15 feet west of
the west curblineline of Sanford Court,
then west for a distance of 70 feet.

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

Dated: September 7, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

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 20th day of September, 2022, at 7:00 o'clock in the evening 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:

BALDWIN

HARTE STREET - west side, starting at a point 160 feet north of the north curblineline of West Seaman Avenue, north for a distance of 20 feet. (TH-334/22)

BELLEROSE TERRACE

240TH STREET - west side, starting at a point 137 feet south of the south curblineline of Ontario Road, south for a distance of 15 feet. (TH-355/22)

ELMONT

LITCHFIELD AVENUE - west side, starting at a point 346 feet south of the south curblineline of Russell Street, south for a distance of 18 feet. (TH-353/22)

Item # 70

Case # 21527

LITCHFIELD AVENUE - east side, starting at a point 377 feet south of the south curblineline of Bruce Street, south for a distance of 20 feet.
(TH-365/22)

BURTON AVENUE - south side, starting at a point 52 feet east of the east curblineline of Litchfield Avenue, east for a distance of 20 feet.
(TH-373/2022)

FLORAL PARK

239TH STREET - west side, starting at a point 93 feet south of the south curblineline of 95th Avenue, south for a distance of 15 feet.
(TH-348/22)

FRANKLIN SQUARE

PACIFIC STREET - west side, starting at a point 435 feet north of the north curblineline of Lloyd Street, north for a distance of 19 feet.
(TH-335/22)

MCKINELY AVENUE - east side, starting at a point 291 feet south of the south curblineline of Roosevelt Street, south for a distance of 20 feet.
(TH-350/22)

NORTH BELLMORE

EVELYN AVENUE - east side, starting at a point 172 feet north of the north curblineline of Harvey Drive, north for a distance of 20 feet.
(TH-366/22)

OCEANSIDE

CHESTER STREET - south side, starting at a point 37 feet west of the west curblineline of Woods Avenue, west for a distance of 20 feet.
(TH-364/22)

VALLEY STREAM

SALEM ROAD - south side, starting at a point 125 feet east of the east curblineline of Salem Gate, east for a distance of 22 feet.
(TH-354/22)

WOODMERE

EDWARD AVENUE - east side, starting at a point 144 feet north of the north curblineline of West Broadway, north for a distance of 20 feet.
(TH-322/22)

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

FRANKLIN SQUARE

PACIFIC AVENUE - west side, starting at a point 5 feet south of a point opposite the south curblineline of Maxwell Street, north for a distance of 19 feet.
(TH-569/16 - 3/07/17) (TH-335/22)

LIDO BEACH

SHAREN DRIVE - east side, starting at a point 50 feet south of the south curblineline of Gerry Avenue, south for a distance of 22 feet.
(TH-4/22 - 3/01/22) (TH-4(B)/22)

MERRICK

ORR STREET - west side, starting At a point 9 feet north of roadway Terminus north for a distance of 25 feet.
(TH-380/21 - 10/05/21) (TH-330/22)

; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof once in a newspaper having a general circulation in the Town of Hempstead, once at least ten days prior to the above-specified date of said hearing.

The foregoing resolution was seconded by and adopted upon roll call as follows:

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the Code of the Town of Hempstead entitled, "Handicapped Parking on Public Streets," a public hearing will be held in the Town Meeting Pavilion. Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 20th day of September , 2022, at 7:00 o'clock in the evening of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

BALDWIN

HARTE STREET - west side, starting at a point 160 feet north of the north curblineline of West Seaman Avenue, north for a distance of 20 feet.
(TH-334/22)

BELLEROSE TERRACE

240TH STREET - west side, starting at a point 137 feet south of the south curblineline of Ontario Road, south for a distance of 15 feet.
(TH-355/22)

ELMONT

LITCHFIELD AVENUE - west side, starting at a point 346 feet south of the south curblineline of Russell Street, south for a distance of 18 feet.
(TH-353/22)

LITCHFIELD AVENUE - east side, starting at a point 377 feet south of the south curblineline of Bruce Street, south for a distance of 20 feet.
(TH-365/22)

BURTON AVENUE - south side, starting at a point 52 feet east of the east curblineline of Litchfield Avenue, east for a distance of 20 feet.
(TH-373/2022)

FLORAL PARK

239TH STREET - west side, starting at a point 93 feet south of the south curbline of 95th Avenue, south for a distance of 15 feet.

(TH-348/22)

FRANKLIN SQUARE

PACIFIC STREET - west side, starting at a point 435 feet north of the north curbline of Lloyd Street, north for a distance of 19 feet.

(TH-335/22)

McKINELY AVENUE - east side, starting at a point 291 feet south of the south curbline of Roosevelt Street, south for a distance of 20 feet.

(TH-350/22)

NORTH BELLMORE

EVELYN AVENUE - east side, starting at a point 172 feet north of the north curbline of Harvey Drive, north for a distance of 20 feet.

(TH-366/22)

OCEANSIDE

CHESTER STREET - south side, starting at a point 37 feet west of the west curbline of Woods Avenue, west for a distance of 20 feet.

(TH-364/22)

VALLEY STREAM

SALEM ROAD - south side, starting at a point 125 feet east of the east curbline of Salem Gate, east for a distance of 22 feet.

(TH-354/22)

WOODMERE

EDWARD AVENUE - east side, starting at a point 144 feet north of the north curbline of West Broadway, north for a distance of 20 feet.

(TH-322/22)

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

FRANKLIN SQUARE

PACIFIC AVENUE - west side, starting at a point 5 feet south of a point opposite the south curblineline of Maxwell Street, north for a distance of 19 feet. (TH-569/16 - 3/07/17) (TH-335/22)

LIDO BEACH

SHAREN DRIVE - east side, starting at a point 50 feet south of the south curblineline of Gerry Avenue, south for a distance of 22 feet. (TH-4/22 - 3/01/22) (TH-4(B)/22)

MERRICK

ORR STREET - west side, starting at a point 9 feet north of roadway terminus north for a distance of 25 feet. (TH-380/21 - 10/05/21) (TH-330/22)

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

Dated: September 7, 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:

Councilmember moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND SECTION 10-3 AND PARAGRAPH B. OF SECTION 10-4 OF CHAPTER 10 "TAXATION: PARTIAL EXEMPTION OF REAL PROPERTY FOR CERTAIN PERSONS WITH LIMITED INCOME" OF THE HEMPSTEAD TOWN CODE TO INCREASE THE ANNUAL INCOME LIMIT FOR PERSONS 65 AND OVER TO RECEIVE A PARTIAL TOWN TAX EXEMPTION.

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

WHEREAS, it is in the public interest to consider enacting amendments to section 10-3 and paragraph B. of section 10-4 of Chapter 10 "Taxation: Partial Exemption of Real Property for Certain Persons with Limited Income" of the Hempstead Town Code to increase the annual income limit for persons 65 and over to receive a partial town tax exemption; and

WHEREAS, Councilmember has introduced the proposed local law known as Intro. No. -202___ Print No. ___, as aforesaid:

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 20th day of September 2022 at 7:00 P.M. at which time all interested persons shall be heard on the proposed local law known as Intro. No. -202___, Print No. ___, for the amendments to section 10-3 and paragraph B. of section 10-4 of Chapter 10 "Taxation: Partial Exemption of Real Property for Certain Persons with Limited Income" of the Hempstead Town Code to increase the annual income limit for persons 65 and over to receive a partial town tax exemption; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item # 71
Page 1 of 1
Case # 15516

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on the 20th day of September 2022 at 7:00 P.M.

in the evening of that day, to consider the enactment of amendments to section 10-3 and paragraph B. of section 10-4 of Chapter 10 "Taxation: Partial Exemption of Real Property for Certain Persons with Limited Income" of the Hempstead Town Code to increase the annual income limit for persons 65 and over to receive a partial town tax exemption.

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

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

Dated: Hempstead, New York

September 7, 2022

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

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Town of Hempstead

A LOCAL LAW AMENDING SECTION 10-3 AND PARAGRAPH B. OF SECTION 10-4 OF CHAPTER 10 OF THE HEMPSTEAD TOWN CODE ENTITLED "TAXATION: PARTIAL EXEMPTION OF REAL PROPERTY FOR CERTAIN PERSONS WITH LIMITED INCOME"

Introduced by:

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

Section 1.

Section 10-3 of Chapter 10 of the Hempstead Town Code entitled "Taxation: Partial Exemption of Real Property for Certain Persons with Limited Income" is hereby amended to read as follows:

Chapter 10

Taxation: Partial Exemption of Real Property for Certain Persons with Limited Income

* * *

§ 10-3. Property exemption granted.

Real property in the Town owned by one or more persons, each of whom is 65 years of age or over, or real property owned by husband and wife, one of whom is 65 years of age or over, shall be exempt from taxation by the Town to the extent of the following percentages of the assessed valuation thereof:

Annual Income	Percent of Exemption
Up to and including \$50,000	50%
More than \$50,000, but less than \$51,000	45%
\$51,000 or more, but less than \$52,000	40%
\$52,000 or more, but less than \$53,000	35%
\$53,000 or more, but less than \$53,900	30%
\$53,900 or more, but less than \$54,800	25%
\$54,800 or more, but less than \$55,700	20%
\$55,700 or more, but less than \$56,600	15%
\$56,600 or more, but less than \$57,500	10%
\$57,500 or more, but less than \$58,400	5%

* * *

Section 2.

Paragraph B. of section 10-4 of Chapter 10 of the Hempstead Town Code entitled "Taxation: Partial Exemption of Real Property for Certain Persons with Limited Income" is hereby amended to read as follows:

Chapter 10

Taxation: Partial Exemption of Real Property for Certain Persons with Limited Income

* * *

§ 10-4. Conditions of exemption.

No exemption shall be granted:

* * *

B. If the income of the owner or combined income of the owners of the property exceeds the sum of \$58,400 for the income tax year immediately preceding the date of making the application for exemption. The term "income-tax year" shall mean the twelve-month period for which the owner or owners file a federal personal income tax return or, if no such return is filed, the calendar year. Where title is vested in either the husband or the wife, their combined income may not exceed such sum, except where the husband or wife, or ex-husband or ex-wife, is absent from the property as provided in Subparagraph (ii) of Paragraph (d) of § 467 of the Real Property Tax Law, then only the income of the spouse or ex-spouse residing on the property shall be considered and may not exceed such sum. Such income shall include social security and retirement benefits, interest, dividends, total gains from the sale or exchange of a capital asset in the same income tax year, net rental income, salary or earnings and net income from self-employment, but shall not include a return of capital, gifts, inheritances, payments made to individuals because of their status as victims of Nazi persecution, as defined in P.L. 103-286, or monies earned through employment in the federal foster grandparent program, and any such income shall be offset by all medical and prescription drug expenses actually paid which were not reimbursed or paid for by insurance. Such income shall not include veterans' disability compensation, as defined in Title 38 of the United States Code. In computing net rental income and net income from self-employment, no depreciation deduction shall be allowed for the exhaustion and wear and tear of real property held for the production of income.

* * *

Section 3.

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

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND SECTION 25-2 OF CHAPTER 25 "TAXATION: PARTIAL EXEMPTION FOR DISABLED PERSONS WITH LIMITED INCOMES" OF THE HEMPSTEAD TOWN CODE TO INCREASE THE ANNUAL INCOME LIMIT FOR DISABLED PERSONS TO RECEIVE A PARTIAL TOWN TAX EXEMPTION.

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

WHEREAS, it is in the public interest to consider enacting amendments to section 25-2 of Chapter 25 "Taxation: Partial Exemption for Disabled Persons with Limited Incomes" of the Hempstead Town Code to increase the annual income limit for disabled persons to receive a partial town tax exemption; and

WHEREAS, Councilmember has introduced the proposed local law known as Intro. No. -202___ Print No. ___, as aforesaid:

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 20th day of September 2022 at 7:00 P.M. at which time all interested persons shall be heard on the proposed local law known as Intro. No. -202___, Print No. ___, for the amendments to section 25-2 of Chapter 25 "Taxation: Partial Exemption for Disabled Persons with Limited Incomes" of the Hempstead Town Code to increase the annual income limit for disabled persons to receive a partial town tax exemption; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item #

72

Page 1 of 1

Case #

25918

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on the 20th day of September 2022 at 7:00 P.M.

in the evening of that day, to consider the enactment of amendments to section 25-2 of Chapter 25 "Taxation: Partial Exemption for Disabled Persons with Limited Incomes" of the Hempstead Town Code to increase the annual income limit for disabled persons to receive a partial town tax exemption.

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

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

Dated: Hempstead, New York

September 7, 2022

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

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Intro No.

Print No.

Town of Hempstead

A LOCAL LAW AMENDING SECTION 25-2 OF CHAPTER 25 OF THE HEMPSTEAD TOWN CODE ENTITLED "TAXATION: PARTIAL EXEMPTION FOR DISABLED PERSONS WITH LIMITED INCOMES"

Introduced by:

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

Section 1.

Section 25-2 of Chapter 25 of the Hempstead Town Code entitled "Taxation: Partial Exemption for Disabled Persons with Limited Incomes" is hereby amended to read as follows:

Chapter 25

Taxation: Partial Exemption for Disabled Persons with Limited Incomes

* * *

§ 25-2. Real property exemption granted.

Real property in the Town owned by one or more persons with disabilities, or real property owned by a husband, wife, or both, or by siblings, at least one of whom has a disability, and whose income, as hereinafter defined, is limited by reasons of such disability shall be exempt from taxation by the Town to the extent of the following percentage of the assessed valuation thereof:

Annual Income	Percent of Exemption
Up to and including \$50,000	50%
More than \$50,000, but less than \$51,000	45%
\$51,000 or more, but less than \$52,000	40%
\$52,000 or more, but less than \$53,000	35%
\$53,000 or more, but less than \$53,900	30%
\$53,900 or more, but less than \$54,800	25%
\$54,800 or more, but less than \$55,700	20%
\$55,700 or more, but less than \$56,600	15%
\$56,600 or more, but less than \$57,500	10%
\$57,500 or more, but less than \$58,400	5%

* * *

Section 2.

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

Case No.

Resolution No.

Adopted:

Council _____ offered the following resolution and moved its adoption:

RESOLUTION CALLING FOR A PUBLIC HEARING TO AUTHORIZE THE CONVEYANCE OF THE FOLLOWING VACANT PARCELS OF LAND:

- Parcel 1: Northeast corner of Hempstead Turnpike & Louis Avenue, ELMONT (Section 32, Block 365, Lots 57-61 and 199) - Zoned HT-E-NC District +/- 12,800 square feet (Parcel 1);
- Parcel 2: 546 Hempstead Turnpike, Northwest corner of Hempstead Turnpike and Makofske Avenue, ELMONT (Section 32, Block 365, Lot 200) - Zoned HT-E-NC District +/- 3,120 square feet (Parcel 2);
- Parcel 3: 522 Hempstead Turnpike, North side of Hempstead Turnpike, between Rouquette Avenue and Louis Avenue, ELMONT (Section 32, Block 362, Lots 14 and 15) - Zoned HT-E-NC District +/- 2,990 square feet (Parcel 3);
- Parcel 4: 540 Hempstead Turnpike, Northwest corner of Hempstead Turnpike and Louis Avenue, ELMONT (Section 32, Block 362, Lots 20, 21, 42 and 43) Zoned HT-E-NC and Residence C Districts +/- 9,150 square feet (Parcel 4); and
- Parcel 5: 524 Hempstead Turnpike, North side of Hempstead Turnpike and the East side of Rouquette Avenue, ELMONT (Section 32, Block 362, Lots 11, 16-19 and 41), Zoned HT-E-NC and Residence C Districts +/- 9,700 square feet (Parcel 5).

WHEREAS, the Town of Hempstead is the fee owner of the above described parcels; and

WHEREAS, the Town's Department of Planning and Economic Development, by publication of a Request for Proposals (RFP's), on February 14, 2020, solicited, received and reviewed proposal(s) from interested developer(s) for the development of the above described proposals in accordance with the RFP; and

WHEREAS, at the conclusion of the above-described process, the Town's Department of Planning and Economic Development recommended to this Board that the Contract of Sale be awarded to Duck Soup Properties LLC, a New York limited liability company, having an address at 1225 Franklin Avenue, Suite 325, Garden City, New York 11530, whose sole member and manager is Irwin R. Krasnow, the successor in interest to Area Real Estate Associates, Inc., as stated in the contract of sale;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Pavilion, Hempstead Town Hall, Town Hall Plaza, One Washington Street, Hempstead, New York at 7:00 P.M. o'clock in the evening of the 20th day of September 2022 at which hearing the Town Board will afford a reasonable opportunity to all persons to make objections thereto and suggest alternatives therein, with respect to the disposition of the following described parcels:

- Parcel 1: Northeast corner of Hempstead Turnpike & Louis Avenue, ELMONT (Section 32, Block 365, Lots 57-61 and 199) - Zoned HT-E-NC District +/- 12,800 square feet (Parcel 1);
- Parcel 2: 546 Hempstead Turnpike, Northwest corner of Hempstead Turnpike and Makofske Avenue, ELMONT (Section 32, Block 365, Lot 200) - Zoned ~~HT-E-NC District +/-~~ ^{item #} 13 3,120 square feet (Parcel 2);

Case # 20404

- Parcel 3: 522 Hempstead Turnpike, North side of Hempstead Turnpike, between Rouquette Avenue and Louis Avenue, ELMONT (Section 32, Block 362, Lots 14 and 15) - Zoned HT-E-NC District +/- 2,990 square feet (Parcel 3);
- Parcel 4: 540 Hempstead Turnpike, Northwest corner of Hempstead Turnpike and Louis Avenue, ELMONT (Section 32, Block 362, Lots 20, 21, 42 and 43) Zoned HT-E-NC and Residence C Districts +/- 9,150 square feet (Parcel 4); and
- Parcel 5: 524 Hempstead Turnpike, North side of Hempstead Turnpike and the East side of Rouquette Avenue, ELMONT (Section 32, Block 362, Lots 11, 16-19 and 41), Zoned HT-E-NC and Residence C Districts +/- 9,700 square feet (Parcel 5).

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

Ayes:

Nays:

NOTICE OF PUBLIC HEARING

A public hearing has been scheduled by the Town of Hempstead Town Board to determine whether a Contract of Sale for a vacant commercial parcel land located in:

Parcel 1: Northeast corner of Hempstead Turnpike & Louis Avenue, ELMONT (Section 32, Block 365, Lots 57-61 and 199) - Zoned HT-E-NC District +/- 12,800 square feet;

Parcel 2: 546 Hempstead Turnpike, Northwest corner of Hempstead Turnpike and Makofske Avenue, ELMONT (Section 32, Block 365, Lot 200) - Zoned HT-E-NC District +/- 3,120 square feet;

Parcel 3: 522 Hempstead Turnpike, North side of Hempstead Turnpike, between Rouquette Avenue and Louis Avenue, ELMONT (Section 32, Block 362, Lots 14 and 15) - Zoned HT-E-NC District +/- 2,990 square feet;

Parcel 4: 540 Hempstead Turnpike, Northwest corner of Hempstead Turnpike and Louis Avenue, ELMONT (Section 32, Block 362, Lots 20, 21, 42 and 43) Zoned HT-E-NC and Residence C Districts +/- 9,150 square feet; and

Parcel 5: 524 Hempstead Turnpike, North side of Hempstead Turnpike and the East side of Rouquette Avenue, ELMONT (Section 32, Block 362, Lots 11, 16-19 and 41), Zoned HT-E-NC and Residence C Districts +/- 9,700 square feet.

Such property shall be conveyed to Duck Soup Properties LLC, for Nine Hundred Forty Five Thousand and 00/100 (\$945,000.00) Dollars for development and construction of a commercial retail structure in accordance with the Elmont Urban Renewal Action Plan and the Nassau Road Corridor Action Plan which is aimed at maintain existing businesses, attracting new businesses and creating employment opportunities within the Roosevelt community

Time of Hearing: SEPTEMBER 20, 2022 at 7:00 P.M.

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

Public Purpose: The adoption of a Contract of Sale to convey the above named vacant commercial parcels of land to DUCK SOUP PROPERTIES LLC, to be redeveloped For commercial retail use pursuant to the Terms of the Elmont Urban Renewal Action Plan.

Location of Property: Hempstead Turnpike, Elmont, NY

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

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember

moved the following

resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO ENACT CHAPTER 101 OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "TEMPORARY MORATORIUM IN THE TRANSIT-ORIENTED DEVELOPMENT DISTRICT FOR NORTH LAWRENCE AND INWOOD".

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

WHEREAS, it is in the public interest to consider enacting Chapter 101 of the Code of the Town of Hempstead entitled "Temporary Moratorium in the Transit-Oriented Development District for North Lawrence and Inwood"; and

WHEREAS, Councilmember _____ has introduced the proposed local law known as Intro. No. -20__ Print No. ___, as aforesaid:

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 20th day of September 2022 At 7:00 P.M. at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. -20__, Print No. ___, for the enactment of Chapter 101 of the Code of the Town of Hempstead entitled "Temporary Moratorium in the Transit-Oriented Development District for North Lawrence and Inwood"; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item #

74

Page 1 of 1

Case #

30665

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on the 20th day of September 2022 at 7:00 P.M. in the evening of that day, to consider the enactment of Chapter 101 of the Code of the Town of Hempstead entitled "Temporary Moratorium in the Transit-Oriented Development District for North Lawrence and Inwood".

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

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

Dated: Hempstead, New York
September 7, 2022

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

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Intro. No.:

Print No.:

Town of Hempstead

A local law to enact Chapter 101 of the Code of the Town of Hempstead entitled Temporary Moratorium in the Transit-Oriented Development District for North Lawrence and Inwood.

Introduced by Council(wo)man _____

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

Section 1. Chapter 101 of the Code of the Town of Hempstead entitled Temporary Moratorium in the Transit-Oriented Development District for North Lawrence and Inwood is enacted to read as follows:

Chapter 101

Temporary Moratorium in the Transit-Oriented Development District for North Lawrence and Inwood

§101-1. Purpose

In December, 2019 the Town adopted Article XLIII of the Town of Hempstead Building Zone Ordinance (“BZO”) entitled “Transit Oriented Development and Related Districts for North Lawrence and Inwood.” In adopting Article XLIII, the Town recognized that the action was a “Type I” action under the State Environmental Quality Review Act (“SEQRA”) but opted to proceed with an expanded environmental assessment as opposed to proceeding with the preparation of a more comprehensive Environmental Impact Statement. Ultimately, a negative declaration was adopted, as was Article XLIII of the Town of Hempstead Building Zone Ordinance. The adoption of Article XLIII created the “Transit Oriented Development (TOD) District for North Lawrence and Inwood” (“the TOD District”) and two overlay districts, namely the “Neighborhood (“NB”) Overlay District for North Lawrence and Inwood” and the “Residential Townhouse/Rowhouse (“TR”) Overlay District for North Lawrence and Inwood.”

The stated purpose of the TOD District is “to meet the demand for a housing prototype for residents, located in close proximity to mass transportation such as the Long Island Rail Road (LIRR) train stations, and to create and sustain a vibrant, attractive and economically flourishing hamlet area.” The TOD District is divided into 10 subdistricts, with 5 in North Lawrence and 5 in Inwood. The various subdistricts have various allowed ground floor permissible uses and prohibited uses and generally require that multi-family dwellings to be above the ground floor level. The TOD District allows for up to 60 households per acre and buildings up to 5 stories in height. In addition, the TOD District provides an expedited review process in which applicants may submit their application to a Design Review Committee. The applicant is required to submit, among other things, conceptual, as opposed to fully engineered, site and landscape plans to the Design Review Committee. The Design Review Committee may then waive the site plan requirements of section 305 of the Town of Hempstead BZO, and allow the applicant to apply directly to the Building Department for a building permit.

Since the enactment of the resolution creating the TOD District, concerns have been raised that the approval procedures for projects in the TOD District do not represent best practices for ensuring that a “hard look” is taken at several potentially significant negative environmental impacts that could result from the development of multiple high-

density mixed-use projects that are currently permissible under the NB Zoning Overlay District. Similarly, there are concerns that based on the expedited review process, that does not provide for a meaningful level of public scrutiny, will not properly examine the cumulative effect that multiple projects are having or will have in the TOD District.

Potential projects under the current provisions of the TOD District could have significant negative impacts on, among other things, community character and quality of life, public infrastructure, police, fire and other emergency services, traffic, and special districts, and therefore represent a threat to public health, safety and welfare.

The Town Board wishes to be able to consider proposals regarding potential amendments and/or alternatives to the TOD District and the Town of Hempstead BZO to insure the health, safety and welfare of the residents of the Town of Hempstead.

Given the reasons and facts set forth above, and until the aforementioned process is completed, the Town Board finds it necessary to impose a moratorium as set forth below. This action is necessary in order to protect the character, public health, safety and welfare of the residents who reside within of the TOD District and the surrounding area.

§101-2. ENACTMENT OF A TEMPORARY MORATORIUM

Until six months from the effective date of this Local Law, after which this Local Law shall lapse and be without further force and effect and subject to any other Local Law adopted by the Town Board during the six-month period, no agency, board, board officer or employee of the Town of Hempstead including but not limited to, the Town Board, the Zoning Board of Appeals, the Design Review Board, or the Building Inspector(s) issuing any approval or building permit pursuant to any provision of the Town of Hempstead BZO, shall accept any application, review any application, or issue, cause to be issued, or allow to be issued any approval, special exception, variance, site plan, or building permit, for any property within the TOD District which seeks an approval, variance or building permit, pursuant to the provisions of the TOD District, except as set forth herein.

§101-3. DEFINITION OF “TRANSIT-ORIENTED DEVELOPMENT DISTRICT FOR NORTH LAWRENCE AND INWOOD”

The TOD District is hereby defined as areas as set forth in section 432(C) of the Town of Hempstead BZO.

§101-4. EXCLUSIONS

This Local Law shall not apply:

- 1) to any person or entity who/which has, prior to the effective date of this Local Law, obtained all permits required for construction of a building on any property located in the TOD District, including later applications to repair or alter, but not enlarge, any such building otherwise prohibited during the period of this temporary moratorium.

§101-5. AUTHORITY TO SUPERCEDE

To the extent and degree any provisions of this Local Law are construed as inconsistent with the provisions of Town Law sections 264, 265, 265-a, 267, 267-a, 267-b, 274-a, 274-b, and 276, this Local Law is intended pursuant to Municipal Home Rule Law sections 10(1)(ii)(d)(3) and section 22 to supersede any said inconsistent authority.

§101-6. VARIANCE TO THIS MORATORIUM

Any person or entity suffering unnecessary hardship as that term is used and construed in Town Law section 267-b (2)(b), by reason of the enactment and continuance of this moratorium may apply to the Town Board for a variance excepting the person's or entity's premises or a portion thereof from the temporary moratorium and allowing issuance of an approval or permit, provided that the application for an approval or permit was received prior to the effective date of this local law.

Notwithstanding any other provision contained in the Town of Hempstead BZO, any application receiving a variance from this moratorium, shall also be required to receive site plan approval from the Town Board prior to the issuance of a building permit.

The Town Board shall not grant any variance from this moratorium or site plan approval until it has held a public hearing on the variance and site plan approval application.

§101-7. SEVERABILITY

If any clause, sentence, paragraph, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, the judgment shall not impair or invalidate the remainder of this Local Law.

§101-8. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing with the Secretary of State.

* * *

Section 2. This law shall be immediately effective upon filing with the Secretary of State.

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO ENACT CHAPTER 101-A OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "TEMPORARY MORATORIUM IN THE NEIGHBORHOOD BUSINESS (NB) OVERLAY DISTRICT FOR NORTH LAWRENCE AND INWOOD".

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

WHEREAS, it is in the public interest to consider enacting Chapter 101-A of the Code of the Town of Hempstead entitled "Temporary Moratorium in the Neighborhood Business (NB) Overlay District for North Lawrence and Inwood"; and

WHEREAS, Councilmember has introduced the proposed local law known as Intro. No. -20__ Print No. __, as aforesaid:

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 20th day of September 2022 At 7:00 P.M. at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. -20__, Print No. __, for the enactment of Chapter 101-A of the Code of the Town of Hempstead entitled "Temporary Moratorium in the Neighborhood Business (NB) Overlay District for North Lawrence and Inwood"; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item # 75
Page 1 of 1
Case # 30666

Intro. No.:

Print No.:

Town of Hempstead

A local law to enact Chapter 101-A of the Code of the Town of Hempstead entitled Temporary Moratorium in the Neighborhood Business (NB) Overlay District for North Lawrence and Inwood.

Introduced by Council(wo)man _____

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

Section 1. Chapter 101-A of the Code of the Town of Hempstead entitled Temporary Moratorium in the Neighborhood Business (NB) Overlay District for North Lawrence and Inwood is enacted to read as follows:

Chapter 101-A

Temporary Moratorium in the Neighborhood Business (NB) Overlay District for North Lawrence and Inwood

§101-A-1. Purpose

In December, 2019 the Town adopted Article XLIII of the Town of Hempstead Building Zone Ordinance (“BZO”) entitled “Transit Oriented Development and Related Districts for North Lawrence and Inwood.” In adopting Article XLIII, the Town recognized that the action was a “Type I” action under the State Environmental Quality Review Act (“SEQRA”) but opted to proceed with an expanded environmental assessment as opposed to proceeding with the preparation of a more comprehensive Environmental Impact Statement. Ultimately, a negative declaration was adopted, as was Article XLIII of the Town of Hempstead Building Zone Ordinance. The adoption of Article XLIII created the “Transit Oriented Development (TOD) District for North Lawrence and Inwood” and two overlay districts; namely, the “Neighborhood (“NB”) Overlay District for North Lawrence and Inwood” and the “Residential Townhouse/Rowhouse (“TR”) Overlay District for North Lawrence and Inwood.”

The stated purpose of the NB Overlay District is “to meet the demand for mixed-use development incorporating housing and commercial uses in a walkable environment.” The NB Zoning Overlay District allows for buildings with various business uses on the ground floor and upper floors containing multiple-family dwellings. The NB Zoning Overlay District allows for up to 24 households per acre. In addition, the NB Zoning Overlay District provides an expedited review process by which applicants may submit their application to a Design Review Committee. The applicant is required to submit, among other things, conceptual, as opposed to fully engineered, site and landscape plans to the Design Review Committee. The Design Review Committee may then waive the site plan requirements of section 305 of the Town of Hempstead BZO, and allow the applicant to apply directly to the Building Department for a building permit.

Since the enactment of the resolution creating the NB Zoning Overlay District, concerns have been raised that the approval procedures for projects in the NB Zoning Overlay District do not represent best practices for ensuring that a “hard look” is taken at several potentially significant negative environmental impacts that could result from the development of multiple high-density mixed-use projects that are currently permissible under the NB Zoning Overlay District. Similarly, there are concerns that based on the expedited review process that limits public scrutiny, there will not be a proper examination of the cumulative effect that multiple projects are having or will have in the

NB Zoning Overlay District.

Potential projects under the current provisions of the NB Zoning Overlay District could have significant negative impacts on, among other things, community character and quality of life, public infrastructure, police, fire and other emergency services, traffic, and special districts, and therefore represent a threat to public health, safety and welfare.

The Town Board wishes to be able to consider proposals regarding potential amendments and/or alternatives to the NB Zoning Overlay District and the Town of Hempstead BZO to insure the health, safety and welfare of the residents of the Town of Hempstead.

Given the reasons and facts set forth above, and until the aforementioned process is completed, the Town Board finds it necessary to impose a moratorium as set forth below. This action is necessary in order to protect the character, public health, safety and welfare of the residents who reside within of the NB Zoning Overlay District and the surrounding area.

§101-A-2. ENACTMENT OF A TEMPORARY MORATORIUM

Until six months from the effective date of this Local Law, after which this Local Law shall lapse and be without further force and effect and subject to any other Local Law adopted by the Town Board during the six-month period, no agency, board, board officer or employee of the Town of Hempstead including but not limited to, the Town Board, the Zoning Board of Appeals, the Design Review Board, or the Building Inspector(s) issuing any approval or building permit pursuant to any provision of the Town of Hempstead BZO, shall accept any application, review any application, or issue, cause to be issued, or allow to be issued any approval, special exception, variance, site plan, or building permit, for any property within the NB Zoning Overlay District which seeks an approval, variance or building permit, pursuant to the provisions of the NB Zoning Overlay District, except as set forth herein.

§101-A-3. DEFINITION OF "NEIGHBORHOOD BUSINESS (NB) OVERLAY DISTRICT"

The NB Zoning Overlay District is hereby defined as areas as set forth in section 433(C)(1) of the Town of Hempstead BZO.

§101-A-4. EXCLUSIONS

This Local Law shall not apply:

- 1) to any person or entity who/which has, prior to the effective date of this Local Law, obtained all permits required for construction of a building on any property located in the NB Zoning Overlay District, including later applications to repair or alter, but not enlarge, any such building otherwise prohibited during the period of this temporary moratorium.
- 2) to any permit or application for property that is within the NB Zoning Overlay District but is seeking an approval pursuant to the provisions of an underlying zoning district.

§101-A-5. AUTHORITY TO SUPERCEDE

To the extent and degree any provisions of this Local Law are construed as inconsistent with the provisions of Town Law sections 264, 265, 265-a, 267, 267-a, 267-b, 274-a, 274-b, and 276, this Local Law is intended pursuant to Municipal Home Rule Law sections 10(1)(ii)(d)(3) and section 22 to supersede any said inconsistent authority.

§101-A-6. VARIANCE TO THIS MORATORIUM

Any person or entity suffering unnecessary hardship as that term is used and construed in Town Law section 267-b (2)(b), by reason of the enactment and continuance of this moratorium may apply to the Town Board for a variance excepting the person's or entity's premises or a portion thereof from the temporary moratorium and allowing issuance of an approval or permit, provided that the application for an approval or permit was received prior to the effective date of this local law.

Notwithstanding any other provision contained in the Town of Hempstead BZO, any application receiving a variance from this moratorium, shall also be required to receive site plan approval from the Town Board prior to the issuance of a building permit.

The Town Board shall not grant any variance from this moratorium or site plan approval until it has held a public hearing on the variance and site plan approval application.

§101-A-7. SEVERABILITY

If any clause, sentence, paragraph, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, the judgment shall not impair or invalidate the remainder of this Local Law.

§101-A-8. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing with the Secretary of State.

* * *

Section 2. This law shall be immediately effective upon filing with the Secretary of State.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on 20th day of September 2022 at 7:00 P.M. in the evening of that day, to consider the enactment of Chapter 101-A of the Code of the Town of Hempstead entitled "Temporary Moratorium in the Neighborhood Business (NB) Overlay District for North Lawrence and Inwood".

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

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

Dated: Hempstead, New York
September 7, 2022

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

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

CASE NO. 9922

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON
APPLICATION OF BOLLA OPERATING LI CORP. FOR A
VARIANCE FROM PROVISIONS OF "GSS" DISTRICT AT
LEVITTOWN, NEW YORK

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing be held September 20, 2022 at 7:00 o'clock in the evening of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, to consider the application of BOLLA OPERATING LI CORP. for a variance from the provisions of "GSS" District for a permit to operate self-service and a convenience store at an existing gasoline service station which shall be raised and rebuilt, to modify and rescind Restrictive Covenants in order to modify a previously approved site plan at the premises located on the s/w/cor. of Wantagh Ave. & Hempstead Tpke. Levittown, New York. and BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is directed to publish notice thereof once at least ten (10) days prior to date of hearing in Long Island Business News.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 76
9922

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on September 20, 2022 at 7:00 o'clock in the evening of that day for the purpose of considering the application of BOLLA OPERATING LI CORP. for a variance from the provisions of "GSS" District for a permit to operate self-service and a convenience store at an existing gasoline service station which shall be raised and rebuilt, to modify and rescind Restrictive Covenants in order to modify a previously approved site plan at the premises located on the s/w/cor. of Wantagh Ave. & Hempstead Tpke. Levittown, New York.

A slightly irregular parcel of property on the w/si of Wantagh Ave. between Hempstead Turnpike and Balsam Lane w/frontage on Wantagh Ave of 126.37' and frontage on Hempstead Turnpike of 154.58' and frontage of 136.00' on Balsam Lane situated in Levittown, New York, County of Nassau, State of New York.

Maps pertaining to said proposal is on file with the application 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.

Hempstead:

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

DONALD X. CLAVIN JR.
SUPERVISOR

KATE MURRAY
TOWN CLERK

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR VINCENT
ALBERT, BUILDING PLAN EXAMINER II, IN
THE DEPARTMENT OF BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Vincent Albert, Building Plan Examiner II, in the Department of Buildings, be and hereby is increased to Grade 26, Step 10 (K), Salary Schedule D, \$133,829, by the Acting Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective September 8, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN ANTETOMASO
AS SECRETARY TO THE TOWN
COMPTROLLER, IN THE OFFICE OF THE
TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that John Antetomaso be and hereby is appointed as
Secretary to the Town Comptroller, in the Office of the Town Comptroller, Exempt, Ungraded, at
an annual salary of \$101,500, by the Town Comptroller and ratified by the Town Board of the
Town of Hempstead effective August 8, 2022 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ROSEMARY
CARACAPPA, MESSENGER, OFFICE OF THE
TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Rosemary Caracappa, Messenger, in the Office of the Town Comptroller, be and hereby is increased to \$113,041, Ungraded, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective September 8, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL CLARKE AS
EQUIPMENT OPERATOR II, IN THE
DEPARTMENT OF WATER.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Michael Clarke, now serving as Equipment Operator I,
in the Department of Water, be and hereby is appointed Equipment Operator II, Non Competitive,
Grade 12, Step 4 (E), Salary Schedule D, \$59,362, in the Department of Water, by the Commissioner of
the Department of Water and ratified by the Town Board of the Town of Hempstead effective
September 8, 2022, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR MARC
DUNWOODY, LABOR CREW CHIEF I, IN THE
DEPARTMENT OF CONSERVATION AND
WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Marc Dunwoody, Labor Crew Chief I, in the Department of Conservation and Waterways, be and hereby is increased to Grade 13, Step 12 (M), Salary Schedule D, \$88,913, by the Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead effective September 8, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: PROVISIONAL PROMOTION FOR
NICHOLAS GIOVANELLI TO ASSISTANT
DIRECTOR OF REPRODUCTION SERVICES,
IN THE DEPARTMENT OF GENERAL
SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Nicholas Giovanelli, now serving as Photographic Machine Operator III, Non Competitive, in the Department of General Services, Administration, be and hereby is provisionally promoted to Assistant Director of Reproduction Services, Competitive, Provisional, Ungraded, at an annual salary of \$112,501, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective September 14, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PETER GUANDO AS
CAPTAIN, CONSERVATION VESSEL I, IN THE
DEPARTMENT OF CONSERVATION AND
WATERWAYS.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Peter Guando, now serving as Deckhand I, in the
Department of Conservation and Waterways, be and hereby is appointed Captain, Conservation Vessel I,
Non Competitive, Grade 17, Step 2 (C), Salary Schedule D, \$63,577, in the Department of Conservation
and Waterways, by the Commissioner of the Department of Conservation and Waterways and ratified
by the Town Board of the Town of Hempstead effective September 8, 2022, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ERIC JAFFE AS
EQUIPMENT OPERATOR II, IN THE
DEPARTMENT OF WATER.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Eric Jaffe, now serving as Equipment Operator I, in the Department of Water, be and hereby is appointed Equipment Operator II, Non Competitive, Grade 12, Step 5 (F), Salary Schedule D, \$61,417, in the Department of Water, by the Commissioner of the Department of Water and ratified by the Town Board of the Town of Hempstead effective September 8, 2022, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REINSTATEMENT OF KHERANI KESSOON
AS LABOR CREW CHIEF I, IN THE
DEPARTMENT OF GENERAL SERVICES,
CEMETERY DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Kherani Kessoon be and hereby is reinstated as Labor Crew Chief I, Non Competitive, Grade 13, Step 13 (N), Salary Schedule D \$92,146, in the Department of General Services, Cemetery Division, by the Commissioner of the Department of General Services, with the approval of the Town of Hempstead Civil Service Commission, and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective September 8, 2022 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR SALVATORE
LOSTRAPPO, GROUNDSKEEPER III, IN THE
DEPARTMENT OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Salvatore Lostrappo, Groundskeeper III, in the Department of Parks and Recreation, be and hereby is increased to Grade 17, Step 12 (M), Salary Schedule D, \$101,368, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective September 8, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR RAYMOND
ROCKENSIES, RECYCLING WORKER II, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Raymond Rockensies, Recycling
Worker II, in the Department of Sanitation, be and hereby is increased to Grade 12, Step 7
(H), Salary Schedule D, \$66,927, by the Commissioner of the Department of Sanitation and ratified by
the Town Board of the Town of Hempstead effective September 8, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ASHLEY
SAPRAICONE, LEGISLATIVE AIDE, IN THE
OFFICE OF THE TOWN BOARD.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Ashley Sapraicone, Legislative Aide, in the Office of the Town Board, Councilmanic District #4, be and hereby is increased to \$54,898, Ungraded, by the Town Board of the Town of Hempstead, and ratified by the Town Board of the Town of Hempstead effective September 8, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MIGUEL SERRANO AS ASSISTANT SIGN MAINTENANCE CREW CHIEF, IN THE DEPARTMENT OF GENERAL SERVICES, TRAFFIC CONTROL DIVISION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Miguel Serrano, now serving as Labor Crew Chief I, in the Department of General Services, Traffic Control Division, be and hereby is appointed Assistant Sign Maintenance Crew Chief, Non Competitive, Grade 20, Step 10 (K), Salary Schedule D, \$101,605, in the Department of General Services, Traffic Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective September 8, 2022, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CLARENCE SHELTON
AS MESSENGER, IN THE DEPARTMENT
OF PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS Clarence Shelton has resigned his position as
Legislative Aide, in the Office of the Town Board, NOW, BE IT

RESOLVED, that Clarence Shelton be and hereby is appointed as
Messenger, Non Competitive, Ungraded, at an annual salary of \$75,000, in the Department of
Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and
ratified by the Town Board of the Town of Hempstead effective September 8, 2022, and BE IT

FURTHER RESOLVED, that subject appointment is probationary
for twenty-six weeks and should candidate prove unsatisfactory during this period, said
appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF FLOYD WRIGHT AS
EQUIPMENT OPERATOR III, IN THE
DEPARTMENT OF HIGHWAY, BUDGET CODE
5110.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Floyd Wright, now serving as Equipment Operator II, in the Department of Highway, Budget Code 5110, be and hereby is appointed Equipment Operator III, Non Competitive, Grade 14, Step 12 (M), Salary Schedule D, \$92,667, in the Department of Highway, Budget Code 5110, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective September 8, 2022, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CODY WUNNER
AS LABORER I, IN THE DEPARTMENT OF
CONSERVATION AND WATERWAYS.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Cody Wunner be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of Conservation and Waterways, by the Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective September 8, 2022 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF NICHOLAS ZARCONE
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Nicholas Zarccone be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective September 8, 2022 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

9/7/2022

In addition, there are (11) Eleven Resolutions for various types of Leaves of Absence.