

The regular meeting of the Board of Trustees was held on Wednesday, April 15, 2015 at Village Hall, 196 Central Avenue, Lawrence New York 11559.

Those members present were: Mayor Martin Oliner  
Trustee Michael A. Fragin  
Trustee Irving Langer  
Trustee Alex H. Edelman  
Also present were: Ronald Goldman, Village Administrator  
Jean Gribbins, Deputy Treasurer  
Village Attorney, Peter Bee Esq.  
Alison Cohen, Secretary to the BOT  
Absent were: Deputy Mayor C. Simon Felder

The Board convened in Executive Session at 7:27 p.m. in order to discuss the Collective Bargaining Agreement and Litigation.

#### **EXECUTIVE SESSION**

Present were Mayor Oliner, Trustee Fragin, Trustee Edelman, Trustee Langer, Village Administrator Ronald Goldman and Village Attorney, Peter Bee. Absent was Deputy Mayor Felder; and not present were Deputy Treasurer Jean Gribbins and Alison Cohen. Discussed were Union matters, personnel, components of Budget and two matters under litigation.

No Board Action was taken during the Executive Session.

Trustee Edelman moved to close Executive Session at 8:10 p.m. Trustee Langer seconded the motion. All in favor.

**REGULAR MEETING** - Mayor Oliner called the regular meeting to order at 8:15 p.m.

#### **GOOD & WELFARE**

1. Jonathan Neuman, Esq. , and his client, Shlomo (Samuel) Nahmais of 575 Chauncey Lane, who were in attendance at the March 12, 2015 BOT meeting apprised the Mayor and Board that no summons had been issued regarding the use and/or misuse of 580 Ocean Avenue owned by the Rockaway Hunt Club. Building Superintendent Michael Ryder stated that the Building Department had not found nor witnessed any violation at 580 Ocean Avenue, therefore no summons was issued. Paperwork must be filed by the Complainant/witnesses with the Court, "based on information and belief". Mr. Ryder confirmed that a notice had been sent to the Rockaway Hunt Club regarding the permitted usage as well as allegations of the misuse of 580 Ocean Avenue after Mr. Neuman and Mr. Nahmais first presented this matter

to the Board. Discussion ensued in this regard. Administrator Goldman explained that the role of the Village is to act as the conduit through which the Complainant (witness) brings the Complaint against the Defendant. According to Village Attorney Peter Bee, the Village has the power to issue a Building Department ticket based upon an Affidavit provided by an eye witness or a video. That is exactly what Mayor Oliner would like to see happen.

2. Morton and Audrey Landau or 11 Weston Place, have been residents for almost 51 years. Mr. Landau presented the Mayor and Board with the same letter, with photographs, he had sent to Administrator Goldman the end of December, 2014, regarding the (Village) tree roots ripping up the sidewalk in front of his house. Administrator Goldman explained that under the current Village Statutes the homeowner is obligated to repair the sidewalk notwithstanding whose fault it is. In this particular case, the homeowner was responsible and took care of it the first time a Village tree lifted up the sidewalk. Now a Village tree has once again lifted up their sidewalk. Mr. Landau does not think that he should have to replace/repair the sidewalk again, since he repaired the sidewalk once and the Village planted these trees subsequently. In addition, the broken sidewalk is a liability. He would like to meet with whoever can resolve this matter expeditiously and equitably. The location was already viewed by Department of Public Works Superintendent Robert Daniels per Administrator Goldman. Mr. Landau thanked Trustee Edelman and Deputy Mayor Felder for acknowledging and responding to his correspondence. Mayor Oliner stated that he and the Board would take the matter under advisement and get back to Mr. and Mrs. Landau.
3. Far Rockaway resident Eugene Falik commented on the issue of the Village parking signage regarding their compliance with the New York State Vehicle and Traffic Control Laws (manual and uniform traffic control devices). Trustee Edelman stated that the matter would be taken under advisement and Mayor Oliner thanked Mr. Falik for his input.
4. Trustee Fragin requested an update regarding the Village pothole issue, which was raised at the April 15<sup>th</sup> BOT meeting, citing that no improvements have been made to date. Trustee Fragin and Mayor Oliner commented that the potholes have gotten significantly worse on Broadway and Route 878. Mentioned at the last BOT meeting was a possible IMA with Nassau County and New York State. Trustee Fragin inquired if any progress had been made in this regard. Administrator Goldman responded that the Village's potholes have been vigorously addressed, which Trustee Fragin confirmed; and with regard to those potholes not on Village roads, the appropriate parties are contacted, whether it is Nassau County or New York State. Discussion ensued in this regard. Per Mayor Oliner's direction, Administrator Goldman stated that he would make every effort to address the IMA issue. If he

encounters any difficulties he will reach out to the Mayor for assistance and guidance.

Mayor Oliner added that Administrator Goldman is empowered to address repairing the lights on Route 878 as well. Mr. Goldman stated that a meeting with New York State Assemblyman Todd Kaminsky was on his calendar to address this issue as well as move forward in obtaining an IMA.

5. Trustee Fragin requested an update with regard to the flooding along Barrett Road. At the March 12, 2015 BOT meeting resident Elizabeth Kurtz of 275 Barrett Road (between Longwood & Tanglewood Crossings), asserted that although it is beautiful being across from the LY&CC golf course, when it rains the golf course and Barrett Road become terribly flooded on a consistent basis. Department of Public Works Superintendent Robert Daniels and Building Inspector Leo Romanelli met with the homeowner to access what, if anything can be done to remediate the flooding. Drywells (the water table is too high) and catch basins (it's downstream; the pitch doesn't work) are not viable solutions. The option, as explained to the homeowner, is that in the very near future, that is one of the roads that the Village would like to repave.
6. Trustee Fragin inquired as to the progress of the Village Park improvements as opposed to Park expansion. Mayor Oliner addressed this by stating that per some BOT meeting minutes that someone read and wrote letters about, a level of confusion has been created that the Mayor will be addressing within the next few days.

## **NEW BUSINESS**

**Approval of minutes:** BOT March 12, 2015

**Board Action:** Mayor Oliner moved the approval of the March 12, 2015 BOT meeting minutes. Trustee Edelman seconded the motion. All in favor.

### **Item 1 – Approve Abstracts #'s**

<b>General Fund</b>	<b>#747, 748, 749</b>
<b>Recreation Fund</b>	<b>#171, 172, 173</b>
<b>Trust Fund</b>	<b>#271</b>
<b>Payroll</b>	<b>#2390, 2391</b>

**Board Action:** Mayor Oliner moved the approval of General Fund Abstracts #747, #748 and #749. Trustee Langer seconded the motion. All in favor.

**Board Action:** Mayor Oliner moved the approval of Recreation Fund Abstracts #171, #172 and #173. Trustee Langer seconded the motion. All in favor.

**Board Action:** Mayor Oliner moved the approval of Trust Fund Abstract #271. Trustee Langer seconded the motion. All in favor.

**Board Action:** Mayor Oliner moved the approval of Payroll Abstracts #2390 and #2391. Trustee Langer seconded the motion. All in favor.

## **Item 2 – Appointments for 2014 – 2015**

**Board Action:** Mayor Oliner moved the appointment of Danny (Melvin) Hiller of Ocean Avenue in the Village of Lawrence, to the Board of Zoning Appeals, to fill the term of Lester Henner, set to expire 2014; due to a vacancy created by his resignation. Trustee Fragin seconded the motion. All in favor.

Trustee Fragin inquired as to a possible replacement for the Village's TVASNAC Representative; since Mr. Saul Klausner's passing the position is vacant. Mayor Oliner responded that he would like to make a recommendation at the next meeting. Mayor Oliner thanked Trustee Fragin for calling this absence to his attention.

## **Item 3 – Approve LY&CC Tennis Professional contract – Christopher Morales**

**Board Action:** Mayor Oliner moved to approve the personal services and consulting agreement (attached hereto as Exhibit "A") with Christopher Morales as an independent contractor for the position of LY&CC Tennis Professional. Trustee Langer seconded the motion. All in favor.

## **Item 4 - Public Hearing for proposed Local Law #1 of 2015 – authorizing a property tax levy in excess of the limit established in General Municipal Law §3-c**

Ephraim Diamond of Waverly Place came as a concerned citizen to get further clarification about the above proposed Local Law #1 (attached hereto as Exhibit "B") and the Village Budget. Mayor Oliner responded that the Budget is available on the Village website and at Village Hall, and that he was in fact not in favor of passing the above Local Law #1.

**Board Action:** Hearing no member of the public or member of the Board wishing to speak further, Mayor Oliner moved to close the Public Hearing for proposed Local Law #1 of 2015 – authorizing a property tax levy in excess of the limit established in General Municipal Law §3-c, attached hereto as "Exhibit A". Trustee Edelman seconded the motion. All in favor.

## **Item 5 - Public Hearing 2015 – 2016 General Budget**

**Board Action:** Mayor Oliner moved to open the Public Hearing for the 2015 – 2016 General Budget. Trustee Fragin seconded the motion. All in favor.

Mayor Oliner invited discussion regarding the Village's 2015 – 2016 General Budget. Trustee Fragin expressed the following concerns, the first being that the Village continues to appropriate fund balances in excess of the Village's long-term

ability. The Village has a deficit of approximately 28%; meaning that between taxes and all other revenue sources the Village is only raising about 72% of its budget. In this trajectory the Village will continue to deplete its cash position at a rate that is not sustainable. The Village's "cash cushion" (fund balance), while nice to have, will eventually run out at this rate.

Trustee Edelman interjected that the Mayor had a hand in reducing the deficit percentage to about 15 – 20% due to vigorous negotiations and efforts to cut the Budget to save the Village money.

Trustee Fragin wanted to make the public aware of the fact that nothing "going out" at the Recreation facility (LY&CC) is reflected in the current Budget, so it is inexact in its representation of the Village. In addition, the Village's property assessments overall, continue to decrease, with the past two years of keeping the tax rate level, this has led to a net decrease in tax collections. This cannot continue to happen relative to the Village's budgetary income. Trustee Fragin stated that it would behoove the Village to adjust the tax rate in a manner that will allow the Village to collect more in taxes than it has over the past couple of years. Trustee Fragin expressed concern about the overall fiscal situation facing the Village.

Mayor Oliner expressed his opinion that taxes need not be raised, that the Village is rich from both a cash flow and asset point of view and that the Village can manage quite well as it is. Mayor Oliner stated that he does not believe the Village is in any jeopardy if it does not raise the tax rate. Trustee Edelman responded that he did, in fact, favor the tax increase proposed, albeit a minimal amount of about \$101,000 in total for the Village. He explained that over the last five years due to decreased property assessments the Village has suffered a decrease in revenue, creating a shortfall of over a million dollars. Trustee Edelman stated that he would like to see the taxes increase by the proposed 9.85%, albeit a "minimal" amount. He listed a few projects/issues in the Village that he would like to see tended to, such as new street lighting, new street signage, Village beautification (i.e. adding and removing trees), which all need additional revenue. Trustee Edelman stated that these are all in concert with keeping the quality of life for the residents.

Resident Robert Kantowitz stated that he is against raising the Village taxes (the approximated amount of) \$200.00 per resident. Discussion ensued in this regard.

. **Board Action:** Mayor Oliner moved to close the Public Hearing for the 2015 – 2016 General Budget. Trustee Langer seconded the motion. All in favor.

#### **Item 6 – Adoption of 2015 – 2016 General Budget**

**Board Action:** Trustee Edelman moved to amend and adopt the 2015 – 2016 Tentative Budget levy, which was \$2,558,212.00, to reflect an increase in the tax levy that is currently reflected before the Board of Trustees, to \$2,810,196.00. Trustee Fragin seconded the motion (for discussion purposes).

Discussion regarding the 2015 – 2016 Tentative and General Budget ensued.

The motion did not carry.

**Board Action:** Mayor Oliner moved to amend the 2015 – 2016 Tentative Budget levy from \$2,558,212.00 to \$2,708,494.00, which is the dollars raised by taxes in the 2014 – 2015 General Budget. Trustee Fragin seconded the motion. The motion did not carry.

**Board Action:** Trustee Edelman moved to adopt the 2015 – 2016 Tentative Budget unchanged as the 2015 – 2016 General Budget (available on the Village website). Mayor Oliner seconded the motion. The vote was as follows:

Trustee Edelman – Aye

Mayor Oliner – Aye

Trustee Langer – Aye

Trustee Fragin – Abstained

The motion carried.

#### **Item 7 – Set tax rate and authorize issuance of tax warrants**

**Board Action:** Mayor Oliner moved to adopt the tax rate of 71.6 as reflected in the 2015 – 2016 Tentative Budget. Trustee Edelman seconded the motion. The vote was as follows:

Trustee Edelman – Aye

Mayor Oliner – Aye

Trustee Langer – Aye

Trustee Fragin – Abstained

The motion carried.

#### **Item 8 – Public Hearing on Annual Stormwater Management Report for 2015**

**Board Action:** Trustee Fragin moved to open the Public Hearing on the Annual Stormwater Management Report for 2015 (available on the Village website). Mayor Oliner seconded the motion. All in favor.

Superintendent of Buildings Michael Ryder stated that the 2015 Annual Stormwater Management Report had some minor revisions from last year, but it is quite similar to what was submitted last year.

**Board Action:** Mayor Oliner moved to close the Public Hearing on the Annual Stormwater Management Report for 2015. Trustee Edelman seconded the motion. All in favor.

**Board Action:** Mayor Oliner moved to approve the adoption of the 2015 Annual Stormwater Management Report (MS4). Trustee Fragin seconded the motion. All in favor.

**Item 9 – Approve Valley Crest contract for LY&CC golf course maintenance**

Golf Course General Manager Leo McMahon explained that the new Valley Crest golf course maintenance contract is basically the same as the last contract, with one addition on page six (6) of Exhibit “A”. Mayor Oliner added that the Village is paying the same amount while getting approximately \$500,000.00 of additional services in the contract. This came to fruition after some concerted effort in negotiations by Mayor Oliner, Mr. McMahon and Administrator Goldman, playing off of another golf course maintenance company’s proposal. Mayor Oliner is proud of this accomplishment and stated that it will save the Village anywhere from \$400,000.00 to \$600,000.00; and will begin the renovation of the golf course immediately. Valley Crest is doing a bunker restoration over the course of time. Mr. McMahon added that the cost to the Village is actually \$7,000.00 less than it previously paid for the same staff and services, which is a good deal for the Village. Discussion ensued in this regard. Mayor Oliner thanked Mr. McMahon publicly for a job well done.

**Board Action:** Mayor Oliner moved to adopt the Valley Crest golf course maintenance contract, in the amount of \$845,000 per year for three years (with a minor increase per the cost of living index); which the Board has found qualifies as a unique professional service, not as a public work. Notwithstanding it being a unique professional service, the Village nevertheless obtained alternative proposals to obtain the best competitive pricing as well as services. Trustee Edelman seconded the motion. All in favor.

**Item 10 – Approve the Roadwork Improvement bid for the following:**

- **Albert Place**
- **Berkshire Place**
- **Causeway**
- **Daniel Cox Road**
- **Edward Bentley Road**
- **Livingston Place**
- **Ocean Avenue**
- **Oxford Place**
- **Sage Avenue**
- **Stable Lane**
- **Victoria Place**

Superintendent of Buildings Michael Ryder explained that the roads listed above were terribly damaged during Superstorm Sandy and were in dire need of repaving, hence the proposed 2015 Roadwork Improvement bid. Village Registrar Ms. Lina Fusco provided the attached Exhibit “C”, showing the FEMA funds received by the Village for repairs of certain of the above listed roads, in the amount of \$27,331.54.

Mayor Oliner requested that Mr. Goldman research additional claims for funding via grants for the Superstorm Sandy damaged roads from the NYS budget allowing for these types of repairs and Village roadwork equivalents. Administrator Goldman confirmed that he would look into these additional funds/grant monies.

**Board Action:** Mayor Oliner moved the approval of the 2015 Roadwork Improvement bid for the above listed roads. Trustee Fragin seconded the motion. All in favor. (Trustee Edelman was absent for the vote, having stepped out for a moment.)

#### **Item 11 – Approve LY&CC Tennis court spring re-surfacing proposal**

LY&CC General Manager Leo McMahon explained that this item was voted on at a prior BOT meeting; however the approved lowest responsible bidder refused the job without receipt of a deposit, which the Village does not provide. As a result, the original vendor backed out of doing the job. The Village then obtained three more proposals. The lowest responsible quote was from Championship Tennis Courts (Richard Bustamante) in the amount of \$12,990.00; who has been servicing the Village for the last five years.

**Board Action:** Mayor Oliner moved the approval of the LY&CC Tennis court spring re-surfacing proposal from Championship Tennis Courts (Richard Bustamante) in the amount of \$12,990.00. Trustee Langer seconded the motion. All in favor.

#### **Item 12 – Approve adjustment request regarding Juniper Circle**

Administrator Goldman explained that the correspondence before the Board was from an individual who had paid a \$1,500.00 application fee for a variance hearing; wound up not having the variance hearing; and is asking that these monies be reallocated (refunded and credited) toward the cost of building permits. Discussion ensued and it was determined that there would be no adjustment or refund allowed.

Superintendent of Buildings Michael Ryder stated that he would review the Building Department's permit and variance application forms to confirm that this policy was clearly stated on them.

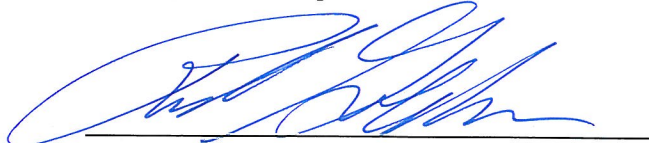
#### **OLD BUSINESS**

- 1) Village of Lawrence's IT provider – Mr. Goldman stated that the Village is terminating its relationship with the current IT provider, All Covered; which will take 60 days from the date the letter is sent. To that end, by the next BOT meeting on May 14<sup>th</sup>, a new IT provider will be presented to the Board for consideration, from the three or four proposals received. Mr. Goldman will follow up with Mr. Hirth and submit their findings and recommendation(s) to the Board.
- 2) L.C.F.D. pumper truck – discussion ensued in this regard. Mr. Goldman is

once again to ascertain exactly what the LCFD is asking of the Village per the purchase of this item, for the Board to consider. This item was once again adjourned until the next BOT meeting on May 14, 2015.

There being no further business, on motion by Mayor Oliner, seconded by Trustee Langer and unanimously approved the meeting was adjourned at 10:30 p.m.

This is to certify that I, Ronald Goldman, read the preceding minutes, and they are in all respects a full and correct record of such proceedings.



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Ronald Goldman, Administrator,  
Clerk/Treasurer

**EXHIBIT A**

PERSONAL SERVICES AND CONSULTING AGREEMENT made this day of March 10, 2015, by and between **Christopher Morales** of 10-41 115<sup>th</sup> Street, Apt. #1B, College Point, NY 11356 (hereinafter referred to as "Consultant") and the Incorporated Village of Lawrence, with offices at 196 Central Avenue, Lawrence, New York (hereinafter referred to as "Village").

WHEREAS, Village maintains a tennis facility for the benefit of Village residents and members, and

WHEREAS, Village requires the services of a Tennis Professional and Consultant to provide tennis professional services and professional advice with respect to said tennis facility, and

WHEREAS, Consultant is capable and desirous of providing such services, and the Village wishes to retain Consultant for such purposes,

Now, therefore,

IT IS AGREED BY and between the Parties as follows:

1. Consultant shall serve as Tennis Professional and Consultant to the Village for one (1) season, as follows:  
From April 24, 2015 through September 30, 2015  
unless this agreement is terminated sooner as provided herein.
2. Consultant's duties pursuant to this agreement shall include, without limitation, the following:
  - A. to provide advice and assistance to permit holders and to provide for the maintenance of proper decorum at the tennis courts;
  - B. to conduct and supervise tennis activities;
  - C. to organize, conduct and be present at the Youth Tennis Program, which program shall be held three times weekly. It is understood that this Youth Tennis Program is for school age children residing in the Village of Lawrence, and that the fee for participation is \$30 per child per week. Such fee shall be paid to and retained by Consultant.
  - ~~D.~~ to provide private instruction for a reasonable fee (to be determined by and paid to and retained by Consultant) at one (1) tennis court assigned by the Park Manager for such purpose. No such private instruction shall be given during prime time hours of Saturday, Sunday & Holidays

between the hours of 9:00 am and 10:30 am.

- E. to retain, hire and supervise staff and supervise the tennis facility and maintain said tennis facility, including the cleaning of the Tennis House, and general policing of the area at all times;
- F. to prepare and supervise all starting times;
- G. to attend meetings with the Village Park Manager, as requested, and to attend Park Commission meetings as requested.
- H. **The consultant or his representative shall** be available Monday through Friday from 6:30 am to closing and on Saturday and Sunday from 6:30 am to closing during the season(s). The foregoing hours are subject to modification by the Park Manager and any additional time off from Consultant's duties must be approved by the Park Manager;
- I. to perform any and all such other services as are customarily rendered by a tennis professional at a private and/or municipal tennis facility;
- J. to answer phones during business hours;
- K. to distribute to members and prospective members marketing information as prepared by the Village and/or Consultant;
- L. to schedule and take reservations for use of courts;
- M. to promote the operation of tennis at the LY&CC in a positive manner;
- N. to arrange, manage and supervise tournaments and special events;
- O. to irrigate **and maintain** the courts as required on a regular basis.

Consultant and Consultant's staff shall perform their duties in compliance with this agreement. Consultant agrees that in the event of disagreement with any request made by the Park Manager, Consultant and his staff shall promptly discuss such matter with the **Village Administrator** and his designated representative.

3. Consultant shall receive \$60,000 from Village in five (5) monthly installments as compensation for the performance of his duties and consulting services (other than the Junior Youth Program) as an independent contractor and not as an employee. The installment payments shall be paid as follows:

\$12,000 per month for the period April 24, 2015 through September 30, 2015

Such payments shall be made on the thirtieth (30<sup>th</sup>) day of each month, starting with April 30<sup>th</sup>, 2015.

4. Consultant shall be responsible for the conduct, attendance and behavior of any staff or other person employed by Consultant in the performance of this agreement. Consultant agrees to permanently remove forthwith any staff member or person employed by Consultant upon the demand of the Park Manager, and obtain a replacement acceptable to Park Manager.
5. It is expressly understood that Consultant is an independent contractor retained to perform personal services, and consulting services to Village, and is not, nor shall he make any claim to be, an employee of Village. Consultant shall not be subject to any payroll withholding, and shall not be entitled to receive any benefits from the Village other than compensation as provided herein.
6. **INSURANCE REQUIREMENTS.** Consultant shall procure and maintain, at Consultant's own expense, the following minimum insurance, giving evidence of same to the Village on the form of Certificates of Insurance, copies of the General Liability Declaration Page and, in the case of any policy with respect to which the Village is to be named as an Additional Named Insured, copy of the Additional Insured Endorsement, providing 30 days notice of cancellation, non-renewal or material change. In any case where the Village is required to be named as an additional insured, Consultant shall provide the Village with a satisfactory endorsement to each such policy. New York State licensed carrier is required, unless the Village agrees in writing to accept non-licensed carriers. The insurance carrier must have an A.M. Best rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

I. Workers Compensation and NYS Disability Coverage Statutory

Extensions Voluntary Compensation; All States Coverage

Employers Liability -Unlimited

II. Property Insurance

Covering all property owned or leased by Consultant for full replacement cost for the benefit of the Consultant and Property of Others (tennis equipment – owned by members and their guests) in the Consultant's care, custody and control for a minimum limit of \$2,500.00 for the benefit of the property owner.

"Special" Causes of Loss Form Valuation:

Replacement Cost

Maximum Deductible: \$2,500.00 Owned

Property: Replacement Cost

Property of Others in Consultant's Care, Custody and Control: \$2,500.00

III. Commercial General Liability Coverage and Limits

Occurrence - 1988 ISO or equivalent	
General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Per Occurrence Limit	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

Additional Insured: Incorporated Village of Lawrence, all elected and appointed officials, employees and volunteers, using ISO Form CG2010 (B) or equivalent including Products and Completed Operations.

Extension -Mandatory                      Aggregate Limits to apply per project.

Full Contractual Liability

Extension -Endorsement showing that this policy is considered primary and non• contributory.  
Waiver of Subrogation in favor of the additional insured.

IV. Automobile Insurance - Consultant and Consultant's employees or agents may not use any Village vehicle.

V. Umbrella Liability (unless primary coverage exceeds required primary coverage and umbrella coverage combined) -  
Coverage Umbrella Form, or Excess Follow Form over primary General Liability and

Automobile Liability

Minimum Limit                      \$2,000,000.

Additional Insured: Incorporated Village of Lawrence, all elected and appointed officials, employees and volunteers.

7. INDEMNIFICATION/HOLD HARMLESS AGREEMENT. Contractor shall indemnify and hold harmless the Village, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands expenses, and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Consultant or its subcontractors, agents, servants, or employees, including without limiting the generality of the forgoing, all liability, damages, loss, claims, attorneys, court and adjusting fees, demands and actions on account of personal injury, death or property loss to the Village, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Village. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation or order; and otherwise.

8. TERMINATION.

This Agreement will terminate upon twenty four (24) hour notice by the Village to Consultant, for any cause, including but not limited to the following:

- i. dishonesty;
- ii. conduct detrimental to the best interest of the Village;
- iii. continuing inattention or negligence of duties;
- iv. immoral conduct;
- v. breach of any provision of this agreement by Consultant.

In the event of termination by Village, Consultant shall be paid compensation to

and including the last day of the month of death or disability, or to the effective date of termination in the event of termination for other than death or disability.

In the event of termination by reason of death or disability, or by the Village other than for good and sufficient cause, Consultant may elect to have Village purchase all merchandise purchased by Consultant as part of this Agreement at Consultant's cost, and all personal property and equipment at Consultant's cost less depreciation as set forth under standard accounting practices, and to pay the same to Consultant within 60 days of the termination date.

Consultant or Consultant's personal representative shall be responsible for all outstanding debts of Consultant.

9. RESOLUTION OF DISPUTES. Any controversy of claim between the parties arising out of or relating to this Agreement shall be resolved in a court of appropriate jurisdiction in Nassau County, New York.
10. NOTICE. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and sent by Registered or Certified Mail, in the case of notice to the Consultant to his address as set forth herein, and in the case of notice to the Village, to its principal office at 196 Central Avenue, Lawrence, New York 11559, to the attention of the Village Administrator. By written notice to the other party, either party may change the address to which notice to such party shall be sent.
11. SEVERABILITY. The invalidity or unenforceability of any provision hereof shall in no way effect the validity or enforceability of any other provision.
12. WAIVER; Modifications. The failure of either party to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach. Any waiver, amendment, alteration or modification of any of the provisions of this Agreement shall not be valid unless in writing and signed by the parties

13. BENEFIT AND ASSIGNMENT. This Agreement shall insure to the benefit of and bind the parties hereto and their respective legal representatives, successors, heirs, personal representatives and assigns. Consultant may not assign this agreement, nor the obligations and duties pursuant to this agreement, without the written consent of the Village. Other than a person or entity to whom this agreement is assigned, no person or entity not a party to this agreement shall have any rights under or pursuant to this agreement.
14. RENEWAL. Upon request of either party, negotiations for a subsequent contract shall commence not later than 60 days prior to the scheduled termination date of this agreement. However, neither party is obligated to enter into any further contractual arrangement with the other.
15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. All promises, representations and/or discussions regarding the terms of this agreement or the relationship between the parties are merged in this document.

In Witness whereof, the parties hereto have executed this Agreement on the date set forth below.

Dated:

Incorporated Village of Lawrence

By \_\_\_\_\_

Martin Oliner, Mayor

Dated:

By \_\_\_\_\_

Christopher Morales

## **EXHIBIT B**

Proposed Local Law No.   1   of the year 2015

Inc. Village of   Lawrence  , County of   Nassau  

### **A local law authorizing a property tax levy in excess of the limit established in General Municipal Law §3-c**

#### **Section 1. Legislative Intent**

It is the intent of this local law to allow the Village of   Lawrence   to adopt a budget for the fiscal year commencing   June 1, 2015   that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

#### **Section 2. Authority**

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

#### **Section 3. Tax Levy Limit Override**

The Board of Trustees of the Village of   Lawrence  , County of   Nassau  , is hereby authorized to adopt a budget for the fiscal year commencing   June 1, 2015   that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

#### **Section 4. Severability**

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

#### **Section 5. Effective date**

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

**EXHIBIT C**



NEW YORK STATE  
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES  
STATE OFFICE OF EMERGENCY MANAGEMENT



Jerome M. Hauer, Ph.D., MHS, Commissioner

Peter Marghella, DHSc., CEM, Director

January 7, 2013

Fiscal Officer  
Village of Lawrence  
196 Central Ave  
Lawrence, NY 11559

LAWRENCE  
VILLAGE  
JAN 13 '14 AM 11:31

FEMA: 4085 DR NY  
Village of Lawrence Bdl# 147  
PA # 059-41553-00

Dear Fiscal Officer:

The New York State Office of Emergency Management (NYSOEM) has processed a payment in the amount of \$27,331.54 for Hurricane Sandy and its effects occurring in October, 2012 and declared on October 31<sup>st</sup>, 2012.

The total Federal payment is as follows:

Federal Share-         \$27,331.54

If you have any questions please contact Kristin Howley at (518) 292-2334.

Sincerely,

Susan A. Picarillo  
Deputy Director for  
Recovery and Mitigation

## Federal Emergency Management Agency E-Grants

Page 1 of 3

<b>PA-02-NY-4085-PW-03449(0)</b> P	
Applicant Name:	Application Title:
LAWRENCE	4155308 - Roads
Period of Performance Start:	Period of Performance End:
10-30-2012	04-30-2014

Bundle Reference # (Amendment #)	Date Awarded
PA-02-NY-4085-State-0147(147)	11-29-2013

**Subgrant Application - FEMA Form 90-91****Note:** The Effective Cost Share for this application is 90%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4085	- DR -NY	4155308	059-41553-00	09-09-2013
APPLICANT: LAWRENCE			WORK COMPLETE AS OF:		
			08-26-2013 : 2 %		
Site 1 of 1					
DAMAGED FACILITY:			COUNTY: Nassau		
Roads, at the Isle of Wight					
LOCATION:			LATITUDE:	LONGITUDE:	
			40.61397	-73.73688	
PA-02-NY-4085-PW-03449(0):					
The Isle of Wight roads are located in the Village of Lawrence. village Hall is located at 196 Central Ave. Lawrence NY 11559. DUNS # 097533285. GPS 40.61397, -73.73688					
DAMAGE DESCRIPTION AND DIMENSIONS:					
PA-02-NY-4085-PW-03449(0):					
During the incident period 10/27/2012 to 11/08/2012, the Village of Lawrence experienced hurricane force winds (70-90mph), heavy rain, a nor-easter, and a 13 ft. tidal surge during high tide and full moon, collectively referred to as Super Storm Sandy.					
The Village of Lawrence Dike was breached in four locations, the largest 70lf. NOTE: Another PW (ref # 4155302, Category B.) was found eligible and funded, for the emergency repair of the Dike. The gps above was taken at the entrance to the Village Hall located at 196 Central Ave. Lawrence, NY. In the process of making emergency repairs to the Dike, the applicant caused unavoidable damage to village streets. (see PA Digest, FEMA 321, Pg. 90).FEMA 322 PA Guide Page 31) Repairs to roadways damaged as a result of emergency protective measures on Non Federal Aid Roads are eligible to restore to predisaster condition.					
Site #1. gps (start, 40.595882, -73.723093 to end 40.595755, -73.721537). Edward Bentley Rd., from the intersection of Albert Pl. & Edward Bentley Rd. to the corner of Oxford Pl. & Edward Bentley Rd. (435lf. x 18lf. x 2in.), the asphalt pavement was damaged by heavy equipment.					
Site #2. gps (start, 40.595755, -73.721537 & end 40.595034, -73.721586). Oxford Place from #2 Oxford Place to Daniel Cox & Oxford Place (260lf. x 18lf. x 2in.), asphalt pavement was unavoidably damaged by heavy equipment. (see location map pg. 2.). TOTALS: Site #1 + Site #2 (435lf. + 260lf.) = 695lf. x 18lf. = 12,510sf. of damaged road way.					
SCOPE OF WORK:					

<https://isource.fema.net/emmic/internalIntegration?applicationId=343389>

12/02/2013