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CHARLES BERMAN

**TOWN OF NORTH HEMPSTEAD
DEPARTMENT OF PUBLIC WORKS**

**285 DENTON AVENUE
NEW HYDE PARK, NY 11040
(516) 739-6710
FAX (516) 739-6717**



Commissioner
PAUL J. DiMARIA, P.E.

October 24, 2016

Re: Request for Letter Proposal
Reconstruction of Leeds Pond Culvert
Plandome Manor, NY
DPW Project No. 12-09

To whom it may concern,

The Town of North Hempstead (TNH), Department of Public Works is requesting a proposal from your firm to provide professional engineering services related to reconstruction of Leeds Pond culvert.

Leeds Pond Culvert, located under Plandome Road in the village of Plandome Manor, was constructed in 1954. As part of its construction or thereafter, a spillway was constructed to maintain the water elevation of Leeds Pond.

Over the past several years the TNH and the village of Plandome Manor have worked concurrently to address improvements to the culvert under Plandome Road. The improvements are necessary due to the age of the culvert. An assessment report was completed and is available for review at the DPW office.

The Town of North Hempstead retained the services of Sidney B. Bowne to analyze the culvert, provide recommendations to repair/replace culvert, and file all regulatory permits. All regulatory permits have been received and are attached to this RFP (see exhibit "B"). The following activities and project scope of work have been authorized by governing agencies:

- Installation of an arch culvert within the existing box culvert.
- Installation of new box culvert to control pond elevation.
- Construction of two cofferdams to dewater as needed to accomplish project scope.
- Removal of one tree, disturbance of 140 square feet of wetland vegetation and establishment of 420 square feet of new mitigation vegetation.

All work must be completed in conformance with plans stamped "NYSDEC Approved." Consultant will be responsible for preparing construction bid documents utilizing the drawings/details conveyed in approved permits.

Consultant will provide following services:

1. Prepare preliminary plans for Town to review.
2. Prepare and finalize design/bid documents for proposed work (construction plans and specifications. Specifications will follow Town Boiler Plate format).
3. Prepare construction estimate and schedule.
4. Conduct pre-bid activities up to contract award, respond to contactor questions and prepare any addenda necessary, review and evaluation of bid proposals.
5. Provide construction management/administration services including but not limited to; shop drawing review, full time inspection services, review of contactor payment requisitions, project change orders, and regulatory compliance needs.

The estimated project cost (construction and engineering) is \$2,000,000.00, \$200k for engineering services and \$1,800,000 for construction.

The anticipated project schedule is as follows:

- Issue RFP for professional engineering services – October 2016
- Award professional engineering services contract – December 2016
- Consultant to complete design and preparation of construction bid documents – March 2017
- Award construction contract – June 2017
- Construction completion – December 2017

Please note, portion of project funding will be dispersed from state and/or federal grants which may require M/WBE reports and project status reports. The consultant will be responsible for completing these reports. The estimated hours to complete this tasks shall be included in consultant's construction management/administration service fee. Each proposer should include a schedule of proposed MWBE participation with their proposal.

Please forward your response regarding your interest in performing this work, including a Proposal for completion of the work with details regarding your technical approach and schedule. Responses to this bid must also include a statement indicating the responding firm is licensed to practice engineering in New York State. **Responses must not include a fee proposal.**

Consultant must deliver proposals (three hard copies with an electronic copy) to the office of Department of Public Works at 285 Denton Avenue, New Hyde Park, NY by Friday, November 18, 2016, 3:30 pm. Electronic copy should be e-mailed to fazior@northhempsteadny.gov.

Proposals will be reviewed by the Town according to the following criteria and will be scored using the factors described below:

1. Understanding of engineering tasks
2. Technical approach
3. Firm experience and qualifications
4. Estimated Man-hours

In addition, any contract awarded pursuant to this RFP must be approved by the New York State Department of Transportation. Note that the following conditions apply to this RFP:

1. There is no express or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP, and the Town will

not reimburse such expenses.

2. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements.
3. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.
4. The Town reserves the right, as best serves its interest, to change the due date for receipt of proposals.
5. The Firm selected to perform the services requested in this letter will be required to execute an agreement with the Town for the services on the Town's standard form. The selected firm will be required to, to the fullest extent provided by law, defend and indemnify and save harmless the Town from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the firm. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the firm's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing shall create or give third parties any claim or right of action against the firm or the Town beyond those provided by law. In addition, the selected firm will be required to procure and maintain during the term of any such agreement, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:
 - a. Commercial General Liability insurance covering the liability of the firm, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Town shall be named as additional insured on said policy.
 - b. Professional Errors and Omissions insurance in the minimum of One Million Dollars (\$1,000,000). The Town shall be named additional insured in such policy.
 - c. Automobile Liability combined single limit of One Million Dollars (\$1,000,000). The Town shall be named additional insured in such policy.
 - d. Excess Liability in the form of umbrella form of Four Million Dollars (\$4,000,000). The Town shall be named additional insured in such policy.
 - e. Worker's Compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law §57(2); and
 - f. Disability benefits insurance or proof of its not being required to secure same, as

evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law §220(8).

6. Each proposer acknowledges that the services to be performed as described in this RFP may be funded by monies received from the federal government. As such, the following terms and conditions will be included in any agreement between the Town and the successful Firm for the services, in addition to such contractual terms and conditions as may be required by the Town:
 - a. Terms relating to termination for cause and convenience by notice to the Firm. Such terms will include that the Town will pay the firm for the services rendered in proportion to the services to be rendered in accordance with the agreement.
 - b. A covenant by the Firm that is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the IMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension" and that the Firm will not subcontract with any party listed on the above-referenced list. Along with its response to this RFP, each proposer shall complete and submit the "Debarment and Suspension Certification" attached to this RFP.
 - c. A certification stating that (a) no Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement and (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Along with its response to this RFO, each proposer shall complete and submit the "Byrd Anti-Lobbying Amendment Certification" attached to this RFP.
 - d. A representation that the Town shall not be liable for any amounts over and above the amount stated in the agreement as consideration for the full and complete performance of the services listed in the agreement and that, if the firm incurs costs in excess of the amount of consideration stated in the agreement, the contractor will not be entitled to reimbursement, and the Town shall not be responsible to make reimbursement, of such excess costs.
 - e. Provisions relating to compliance with the federal Clean Air Act and the Federal Water Pollution Control Act.
 - f. Equal Opportunity Employment provisions stating:

- (a) The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Firm will include the portion of the sentence immediately preceding paragraph (1) rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965,

so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

- g. Terms and conditions relating to Minority and Women-Owned Business Enterprise participation stating: “In accordance with Section 7(H) of the Town’s Procurement Policy, the Consultant shall take all necessary affirmative steps to assure that minority businesses, women’s business enterprises and labor surplus area firms are used whenever possible in sub-consulting the services described in this Agreement. The term “Affirmative Steps” includes:
- (1) “Placing qualified small and minority businesses and women's business enterprises on solicitation lists. Consultant shall, prior to soliciting subconsultants, conduct research to locate minority businesses, women’s business enterprises and businesses with labor surplus areas that have the potential to provide the materials, supplies or services that are the subject of the solicitation and research labor surplus areas in which the materials, supplies or services may be provided.”
 - (2) “Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources. The businesses found by the procuring department shall be contacted and provided copies of the bid or other solicitation released by the procuring department.”
 - (3) “Dividing total requirements, when economically and technically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. An example of this would be dividing a total construction contract into electrical, HVAC, plumbing and general construction work.”
 - (4) “Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises. The procuring department could accomplish this by taking into account the distance of particular businesses from the Consultant and the business’ resources.”
 - (5) “Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
 - (6) “The Consultant, prior to entering into an agreement with a sub-consultant, shall obtain the approval of the Town. The Contractor’s request for approval shall contain documentation adequate to demonstrate the Consultant’s compliance with the terms of this Section.”

- h. Such other provisions as may be required by Part 200 of Title 2 of the Code of Federal Regulations and described in Appendix II to such Part.
7. The standard New York State contract clauses attached here as Exhibit A will be included in the ultimate contract with the Town.
8. Along with its proposal, the proposer must submit a completed "Non-collusive Proposal Certification" and "Disclosure Form" attached to this RFP.

Please contact me if you have any questions or require any other information.

Sincerely,

A handwritten signature in cursive script that reads "Paul Di" followed by a long horizontal line.

Paul J. DiMaria, P.E.
Commissioner
285 Denton Avenue,
New Hyde Park, NY 11040
(516)739-6721

Cc: Rob Fazio

Debarment and Suspension Certification

The Bidder/Offeror certifies to the best of his or her knowledge and belief, that:

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

Sworn to before this this _____

Day of _____, 2016

Notary Public

Byrd Anti-Lobbying Amendment Certification

The Offeror/Bidder certifies, by submitting this offer or bid, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

Sworn to before this this _____

Day of _____, 2016

Notary Public

NONCOLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

Proposer Signature: _____

Date: _____

Name: _____

Title: _____

Legal Name of Business: _____

Address: _____

Email Address: _____

Federal Tax Identification Number: _____

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all Statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of state, Federal or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):
 - (a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

6. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.
- (b) a letter of credit reference from a recognized bank or financial institution; or
- (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20_____.

(Signature, if Individual)

By: _____ (Seal, if corporation)
(Signature)

Print Name: _____
(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

My commission expires: _____

(Notary Public)

Exhibit A – Standard State Clauses

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any

amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate

any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its Invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally

identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion,

upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this

Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate

and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

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

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of

jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor

in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance; Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit B – Copy of Approved Permits

New York State Department of Environmental Conservation

Division of Environmental Permits, Region One

SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790-3409

Phone: (631) 444-0365 Fax: (631) 444-0360

Website: www.dec.ny.gov

RECEIVED
TOWN ATTORNEYS OFFICE
2010 MAY 21 AM 11:25
TOWN HALL
MANHASSET, NEW YORK

May 23, 2016

Town of North Hempstead
220 Plandome Road
Manhasset, NY 11030

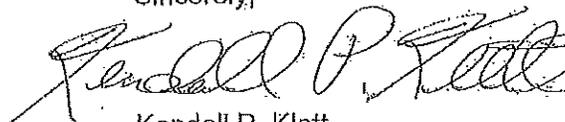
Re: Permit #1-2822-00637/00011

Dear Permittee:

In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6NYCRR, Part 621) we are enclosing your permit. Please carefully read all permit conditions and special permit conditions contained in the permit to ensure compliance during the term of the permit. If you are unable to comply with any conditions, please contact us at the above address.

This permit must be kept available on the premises of the facility at all times and presented upon request. Also enclosed is a permit sign which is to be conspicuously posted at the project site and protected from the weather.

Sincerely,



Kendall P. Klett
Environmental Analyst

cc: file; BOH; BOH-TW
Sidney B. Bowne



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
TOWN OF NORTH HEMPSTEAD
220 PLANDOME RD
MANHASSET, NY 11030-2327
(516) 883-6241

Facility:
LEEDS POND
ROCK HOLLOW RD
PLANDOME MANOR, NY 11050

Facility Application Contact:
SIDNEY B BOWNE & SON LLP
235 E JERICHO TPKE
PO BOX 109
MINEOLA, NY 11501-0109
(516) 746-2350

Facility Location: in NORTH HEMPSTEAD in NASSAU COUNTY Village: Plandome Manor
Facility Principal Reference Point: NYTM-E: 609 NYTM-N: 4518.7
Latitude: 40°48'43.5" Longitude: 73°42'27.5"

Project Location: Rock Hollow Road

Authorized Activity: Install an arch culvert within an existing box culvert, and install a new box culvert to control pond elevations. Project to include construction of two cofferdams and dewatering to accomplish installation. Project will also include removal of one tree, disturbance of 140 square feet of wetland vegetation and establishment of 420 square feet of new mitigation vegetation. All work must be completed in conformance with plans stamped "NYSDEC Approved" on 5/23/16.

Permit Authorizations

Tidal Wetlands - Under Article 25

Permit ID 1-2822-00637/00011

New Permit

Effective Date: 5/23/2016

Expiration Date: 5/22/2021

Freshwater Wetlands - Under Article 24

Permit ID 1-2822-00637/00012

New Permit

Effective Date: 5/23/2016

Expiration Date: 5/22/2021



NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: JOHN A. WIELAND, Deputy Regional Permit Administrator
Address: NYSDEC Region 1 Headquarters
SUNY @ Stony Brook 50 Circle Rd
Stony Brook, NY 11790-4409

Authorized Signature: _____

Date 05/25/2016

Distribution List

SIDNEY B BOWNE & SON LLP

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: TIDAL WETLANDS; FRESHWATER WETLANDS

1. **Notice of Commencement** At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion of project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work.
2. **Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.
3. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Bowne AB&T Group; Sheet 4 dated April 2012 last revised 7/30/15, and Sheets 1-2 of 2 dated January 2016 last revised 1/26/16.



4. **Area Limits** The limits of clearing, grading and ground disturbance line is equal to 15 feet beyond the east side cofferdam, as shown on the approved plans.

5. **Work Area Limits** Any work/disturbance shall be confined to within the limit of clearing and ground disturbance as described above.

6. **Straw Bales** Prior to commencement of any construction activities, a continuous row of straw bales shall be staked end to end as needed, downslope of any areas of ground disturbance.

7. **Straw Bales to Be Entrenched** Straw bales shall be entrenched two to four inches into the ground.

8. **Maintain Bales** The bales shall be maintained, repaired and replaced as often as necessary to ensure proper function, until all disturbed areas are permanently vegetated. The average useful life of a bale is approximately 3-4 months. Sediments trapped by the bales shall be removed to an approved upland location before the bales themselves are removed.

9. **Concrete Leachate** During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.

10. **Wood Preservatives**

- a. Pressure treated wood used for construction of in-water structures must have undergone a treatment process approved (stamped or otherwise marked as certified) by the American Wood Preservative Association.
- b. Wood treated with Pentachlorophenol (PCP) must not be used in marine or brackish waters.
- c. The use of creosote treated wood is prohibited both in the water and upland areas.
- d. Chromated Copper Arsenate (CCA) pressure treated wood must be clean and free of CCA surface deposits. Wood with surface deposits must be washed for at least 5 minutes under running water prior to use. The washing must occur greater than 100 feet landward of any regulated wetland and/or water body. (Note "E." below for handling wash water.)
- e. Any wood debris such as sawdust or wash water must not enter any water body, including wetlands or protected buffer areas.

11. **No Construction Debris in Wetland or Adjacent Area** Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.

12. **Materials Disposed at Upland Site** Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an approved upland site more than 100 feet from any regulated freshwater wetland. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area.

13. **Equipment Storage 100' from Wetland, Water Body** All equipment and machinery shall be stored and safely contained greater than 100 feet landward of the regulated wetland or water body at the end of each work day. This will serve to avoid the inadvertent leakage of deleterious substances into the



regulated area.

14. Dewatering Requirements and Turbidity Control If the permit holder elects to utilize dewatering methodologies which generate effluent discharges, it must monitor the discharge effluent and the receiving waters. No turbidity (a substantial visible contrast to the natural condition of the receiving water body) is permitted beyond the cofferdam. Permit holder must use a manifold and filter socks at the discharge point to ensure that no turbidity occurs. A meter which records turbidity in standard units (i.e. NTUs) must be utilized to establish ambient conditions. If a monitored turbidity level exceeds three times the ambient level of the receiving waterbody, additional measures must be taken (e.g. by reducing the flow rate, installing a turbidity curtain running from shore to shore around the cofferdam, weighted at the bottom and suspended above the water line, or otherwise adjusting the dewatering system). For the pond east of the road, water within the cofferdam on the east side of the road may be discharged back to Leeds Pond, however no turbidity or scour may result from this discharge and the methods for turbidity control outlined above must be employed. Permit holder must get verbal approval from the NYSDEC Bureau of Habitat (631-444-0275) for other scour/turbidity prevention measures. The actions taken or the decision not to take any action must be recorded in the monitor's log.

15. Clean Fill Only All fill shall consist of clean soil, sand and/or gravel that is free of the following substances: asphalt, slag, flyash, broken concrete, demolition debris, garbage, household refuse, tires, woody materials including tree or landscape debris, and metal objects. The introduction of materials toxic to aquatic life is expressly prohibited.

16. Vegetation Restriction Requirement For all of that area east of the road, clearing of vegetation is limited to the hatched area labeled "Area of Wetland Disturbance" as shown on the approved plan. All disturbed areas resulting from this project shall be seeded with a native perennial seed mix, mulched with straw, and allowed to revert to natural. Seeding must take place within 6 months of the submission of the Notice of Commencement.

17. Minimum % Vegetative Cover Suitable vegetative cover is defined as a minimum of 85 % area vegetative cover with contiguous unvegetated areas no larger than 1 square foot in size.

18. Long-term Plant Survival. The 420 square foot intertidal marsh mitigation area shall be planted with *Spartina alterniflora* spaced 12" to 18" on center and the permittee shall ensure a minimum of 85% survival of plantings by the end of five growing seasons. If this goal is not met, the permit holder shall re-evaluate the restoration project in order to determine how to meet the mitigation goal and submit plans to be approved by the office of

Regional Habitat - TW
NYSDEC Region I Headquarters
SUNY @ Stony Brook 50 Circle Rd
Stony Brook, NY 11790 -3409

19. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to



remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

20. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

21. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

22. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.



3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 1 Headquarters
SUNY @ Stony Brook 50 Circle Rd
Stony Brook, NY 11790 -3409

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Freshwater Wetlands, Tidal Wetlands.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does



not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

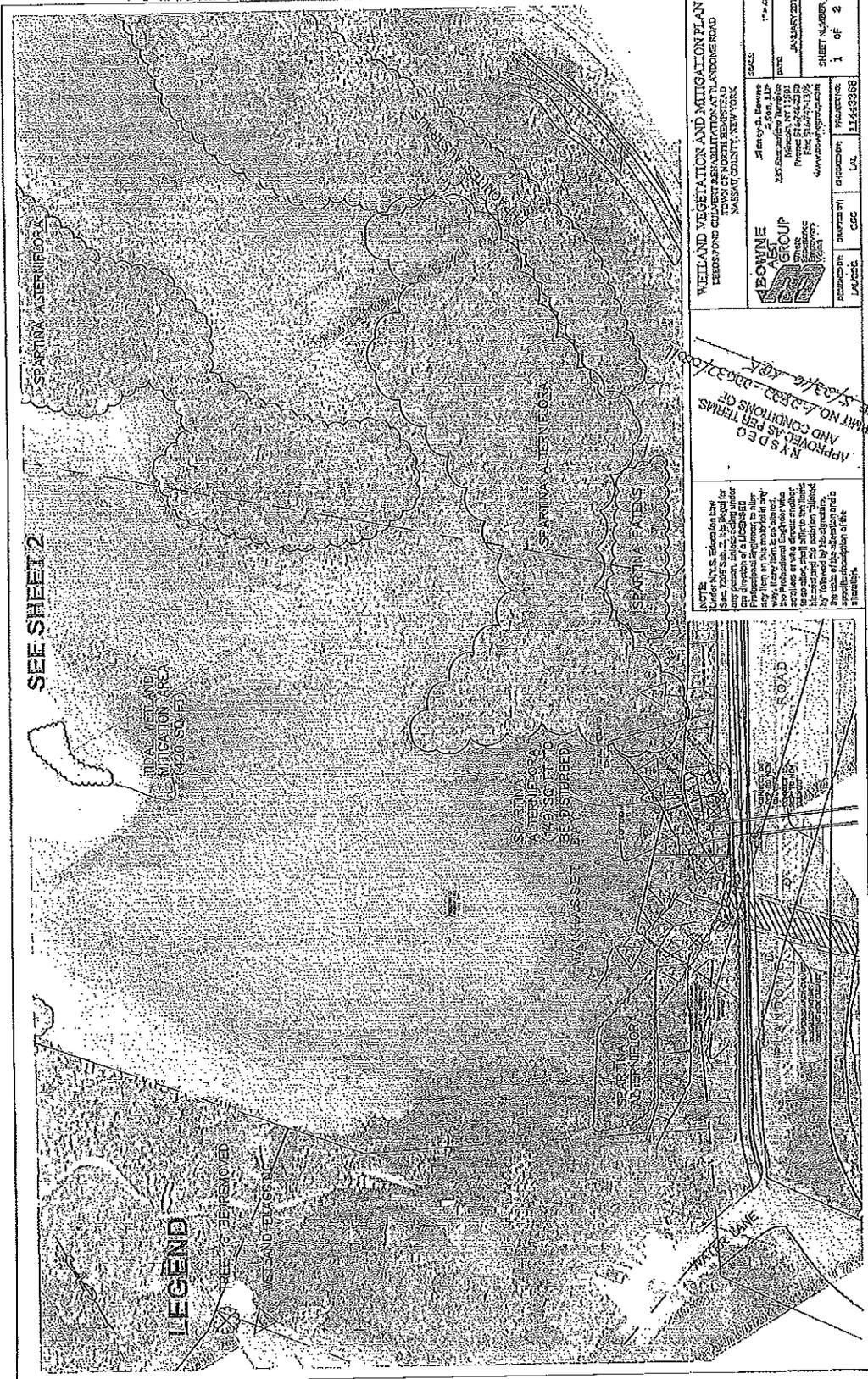
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.



SEE SHEET 2

LEGEND

- TREES TO BE REMOVED
- ISLAND EROSION

NOTE: This is a preliminary map. See 1602 Sub. 2, the Code for any person, architect or engineer, who may have been in the field in any way, it may not be a final map. See 1602 Sub. 2, the Code for any person, architect or engineer, who may have been in the field in any way, it may not be a final map. See 1602 Sub. 2, the Code for any person, architect or engineer, who may have been in the field in any way, it may not be a final map.

APPROVED AS PER TERMS AND CONDITIONS OF PERMIT NO. 2-233-20037001
DATE: 5/23/16

WETLAND VEGETATION AND MITIGATION PLAN
LEFFERTS AND OLDEN FARMS
1500 WEST 150TH STREET
NASSAU COUNTY, NEW YORK

BOVINE ASSET GROUP
235 EAST 42ND STREET
NEW YORK, NY 10017
PROJECT # 1602-233-20037001
WWW.BOVINEASSET.COM

DESIGNED BY: Jennifer J. Bovine
DATE: 11/15/15

PROJECT NO.: 11445388E
SHEET NUMBER: 1 OF 2



DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA,
NEW YORK, NEW YORK 10278-0090

REGULATORY BRANCH

SEP 23 2015

SUBJECT: Permit Application File Number NAN-2015-00994-EYR by the Town of North Hempstead for construction of a new outfall culvert, maintenance of an existing outfall culvert, placement of rip-rap stone revetment, and installation of temporary cofferdams at Leeds Pond and Manhasset Bay in the Village of Manhasset, Town of North Hempstead, Nassau County, New York

1. PERMITTEE:

Town of North Hempstead
Attn: Robert Fazio
220 Plandome Road
Manhasset, NY 11030
(516) 739-6721

2. On August 6, 2015, the New York District of the U.S. Army Corps of Engineers received a request for Department of the Army authorization to construct one 1,000-square foot outfall bypass culvert connecting Leeds Pond and Manhasset Bay; maintenance of an existing outfall culvert with installation of a new interior arch pipe; placement of approximately 155 cubic yards of 12-18-inch diameter rip-rap stone revetment below the plane of Mean High Water (MHW) in Manhasset Bay and approximately 63 cubic yards of 6-12-inch diameter rip-rap stone revetment below the plane of MHW in Leeds Pond for erosion protection; and construction of temporary cofferdams in both Leeds Pond and Manhasset Bay. The project is located at North Plandome Road between Water Lane and Rockhollow Road in the Village of Manhasset, Town of North Hempstead, Nassau County, New York.

3. The specific applicant-provided details are as shown on the attached dated permit drawings.

4. This determination covers only the work described in the submitted material. Any major changes in the project may require additional authorizations from the New York District of the U.S. Army Corps of Engineers.

5. Based on the information submitted to this office and accomplishment of any required notification in accordance with the applicable federal requirements, our review of the subject work indicates that an individual Department of the Army permit is not required. It appears that the activities within the jurisdiction of this office could be accomplished under Department of the Army Nationwide General Permit Number 3 MAINTENANCE, 7 OUTFALL STRUCTURES AND ASSOCIATED INTAKE STRUCTURES, 13 BANK STABILIZATION; and Number 33 TEMPORARY CONSTRUCTION, ACCESS, AND DEWATERING in accordance with Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403). The nationwide permits are prescribed at Reissuance of Nationwide Permits in the Federal Register dated February 21, 2012 (77 FR 10184). The subject work may be performed without further authorization from this office provided it complies with Sections A through D, Number 3 MAINTENANCE, 7 OUTFALL STRUCTURES AND

SUBJECT: Permit Application File Number NAN-2015-00994-EYR by the Town of North Hempstead for construction of a new outfall culvert, maintenance of an existing outfall culvert, placement of rip-rap stone revetment, and installation of temporary cofferdams at Leeds Pond and Manhasset Bay in the Village of Manhasset, Town of North Hempstead, Nassau County, New York

- 2 -

ASSOCIATED INTAKE STRUCTURES, 13 BANK STABILIZATION; and Number 33 TEMPORARY CONSTRUCTION, ACCESS, AND DEWATERING; New York District regional conditions; the following work-specific Special Conditions listed below; and any applicable regional conditions added by the State of New York.

6. Other than the work-specific Special Conditions listed below, the 2012 nationwide general permits in the State of New York, including their final regional conditions, water quality certifications, and coastal zone concurrence statements are available at:

http://www.nan.usace.army.mil/Portals/37/docs/regulatory/geninfo/natp/NWP_PN_30MAY12.pdf

If you require a specific paper copy, please contact our Regulator-of-the-Day at 917-790-8511 to request one be mailed to you. Please be sure to have the above eighteen-character file number readily available when you call.

7. Work-specific Special Conditions:

(A) Best management practices shall be utilized to minimize turbidity during all in-water work activities as well as prevent construction materials, including debris, from entering any waterway to become drift or pollution hazards.

(B) The permittee shall contact the appropriate state and local government officials to ensure that the subject work is performed in compliance with their requirements.

(C) To protect anadromous fish spawning and habitat, no in-water work shall be undertaken between March 1 and June 30 of any calendar year.

(D) During construction activities, the permittee shall utilize construction mats to minimize damage to wetland vegetation, replant any wetland vegetation damaged during construction activities, and store and stage all materials and equipment outside of existing wetland vegetation.

8. Please note that this nationwide general permit (NWGP) verification is based on a preliminary jurisdictional determination (JD). A preliminary jurisdictional determination (JD) is not appealable. If you wish, prior to commencement of the authorized work you may request an approved jurisdictional determination (JD), which may be appealed, by contacting the New York District, US Army Corps of Engineers for further instructions. To assist you in this decision and address any questions you may have on the differences between preliminary and approved jurisdictional determinations, please review US Army Corps of Engineers Regulatory Guidance Letter Number 08-02, which can be found at:

REGULATORY BRANCH

SEP 23 2015

SUBJECT: Permit Application File Number NAN-2015-00994-EYR by the Town of North Hempstead for construction of a new outfall culvert, maintenance of an existing outfall culvert, placement of rip-rap stone revetment, and installation of temporary cofferdams at Leeds Pond and Manhasset Bay in the Village of Manhasset, Town of North Hempstead, Nassau County, New York

- 3 -

<http://www.usace.army.mil/Portals/2/docs/civilworks/RGLS/rgl08-02.pdf>

9. This verification is valid until March 17, 2017, unless the nationwide general permits are modified, reissued, or revoked before then. This verification will remain valid until March 17, 2017, if the subject work activity complies with the terms of any subsequent modifications of the nationwide general permits. If the nationwide general permits are suspended, revoked, or modified in such a way that the subject activity would no longer comply with the terms and conditions of a nationwide general permit, and the proposed work activity has commenced, or is under contract to commence, the permittee will have twelve (12) months from the date of such permit action to complete the regulated work.

10. In order for us to better serve you and others, please complete our Customer Service Survey located at:

<http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>

11. Any inquires should be directed to our Regulator-of-the-Day at 917-790-8511. Please be sure to have the above eighteen-character file number readily available when you call.

Sincerely,



Stephan A. Ryba
Chief, Eastern Section

Enclosures (2)

1. Dated Permit Drawings
2. Completion Form

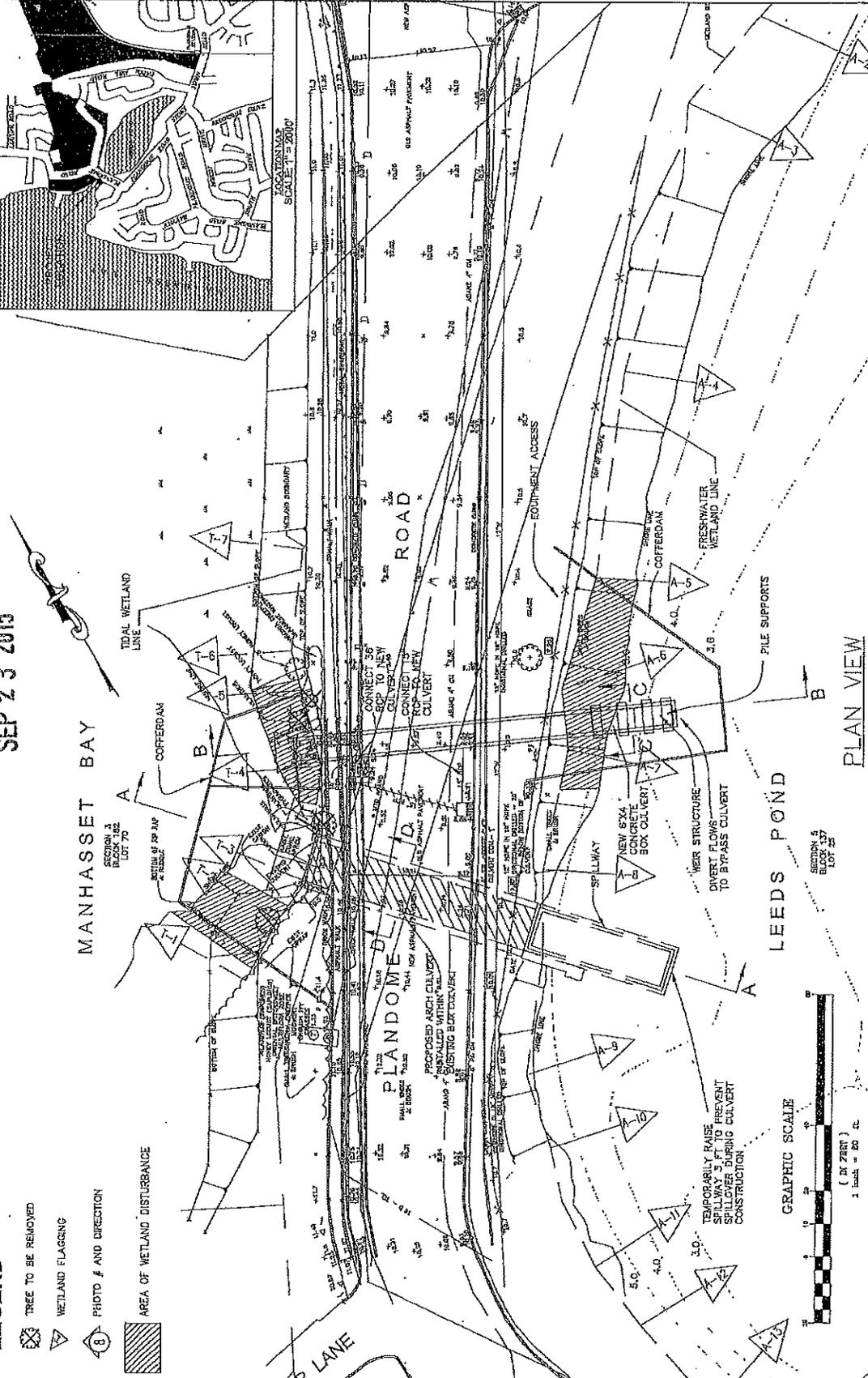
CF:

Sidney B. Bowne & Son, LLP
Attn: Leonard A. LaSala
235 E. Jericho Turnpike
Mineola, NY 11501

MAN-0015-00994-ETC
 SEP 23 2015

LEGEND

- TREE TO BE REMOVED
- WETLAND FLAGGING
- PHOTO # AND DIRECTION
- AREA OF WETLAND DISTURBANCE



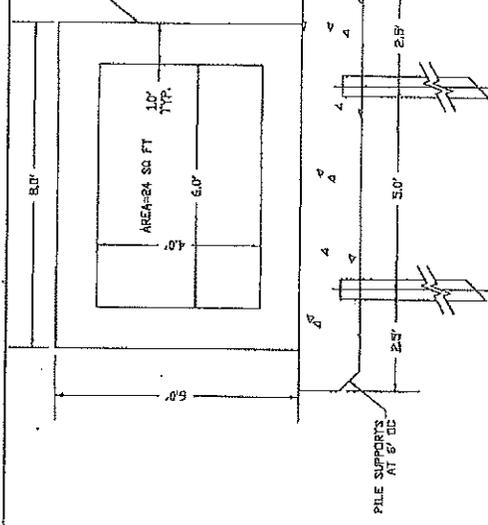
PLAN VIEW

BOWNE ALSI GROUP Where Experience Empowers Vision	Sidney B. Bowne & Sons, LLP 225 East Jericho Turnpike Mineola, NY 11501 Phone: 516-746-2350 Fax: 516-747-1396 www.bownegroup.com	PROPOSED MITIGATION LEEDS POND CULVERT REHABILITATION AT PLANDOME ROAD TOWN OF NORTH HEMPSTEAD NASSAU COUNTY, NEW YORK	DRAFTED BY: CGC DESIGNED BY: LAU/CGC CHECKED BY: LAL PROJECT NUMBER: 11443368	SCALE: 1"=40' DATE: NOVEMBER 2014 DETAIL NO.: 1
	T:\Town\North Hempstead\43368--LeedsPond\Culvert\Report\Civil\Draw\2015-09-13 CoE Leads Topo Permit Drawings.dwg (Site Plan 1) Last Modified: Sep 21, 2015 Plotted by: Lascid			

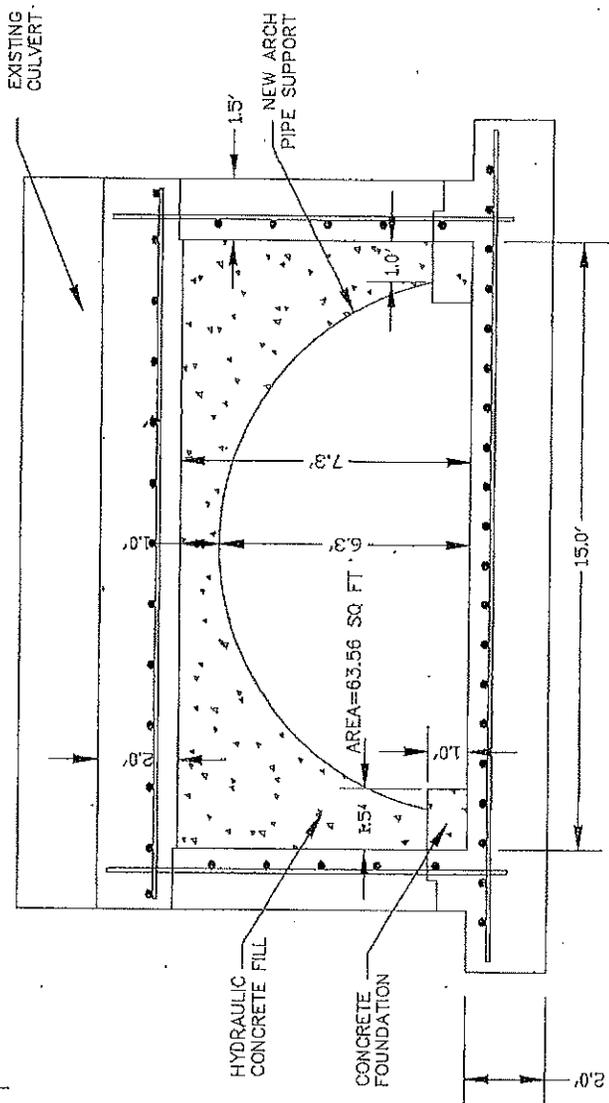
NAN-2015-00994-EXR

SEP 23 2015

NEW PRECAST CONCRETE BYPASS CULVERT



SECTION C-C
BYPASS CULVERT DETAIL
SCALE: 1"=4'



SECTION D-D
ARCH CULVERT SECTION DETAIL
SCALE: 1"=8'

BOWNE ALCO GROUP Writers Experience Empowerers Vision	Sidney B. Bowne & Son, LLP 235 East Jericho Turnpike Mineola, NY 11501 Phone: 516-746-2350 Fax: 516-747-1396 www.bownegroup.com		SECTION DETAILS LEEDS POND CULVERT REHABILITATION AT PLANDOME ROAD TOWN OF NORTH HEMPSTEAD NASSAU COUNTY, NEW YORK	
	DRAFTED BY: CGC	DESIGNED BY: LAJCGG	CHECKED BY: LAL	PROJECT NUMBER: 11449368
	SCALE: AS NOTED	DATE: NOVEMBER 2014	DETAIL NO.: 3	

!:\Town\North Hempstead\45368-LeadsPond\CulvertReport\Civil\Dwg\2015-09-13 CoE Leads Topo Permit Drawing.dwg(Details 3) Last Modified: Sep 21, 2015 Plotted by Lutsada

NATIONWIDE GENERAL PERMIT
COMPLIANCE CERTIFICATION
AND REPORT FORM

Permit File Number: NAN-2015-00994-EYR

Permittee: Town of North Hempstead

Work Location: North Plandome Road between Water Lane and Rockhollow Road
in the Village of Manhasset, Town of North Hempstead, Nassau County, New York.

Date Permit Letter Issued: SEP 23 2015

Within 30 days of the completion of the activity authorized by this nationwide general permit and any mitigation required in the verification letter, please sign this certification and return it to the address at the bottom of this form.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the permit's terms and conditions you are subject to permit suspension, modification or revocation.

I hereby certify that the work authorized by the above referenced nationwide general permit has been completed in accordance with the terms and conditions of said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

FOLD THIS FORM INTO THIRDS, WITH THE BOTTOM THIRD FACING OUTWARD.
TAPE IT TOGETHER AND MAIL TO THE ADDRESS BELOW OR FAX (212) 264-4260.

PLACE
STAMP
HERE

DEPARTMENT OF THE ARMY
NEW YORK DISTRICT CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
ATTN: CENAN-OP-RE
NEW YORK, NEW YORK 10278-0090

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR
CESAR A. PERALES
SECRETARY OF STATE

August 12, 2015

Mr. Leonard A. LaSala
Sidney B. Browne & Son, LLP
235 E. Jericho Turnpike
Mineola, New York 11501

RE: F-2015-0564
U.S. Army Corps of Engineers/New York District Permit
Application
Town of North Hempstead (Leeds Pond Culvert)
Rehabilitate existing box culvert. Also install new spillway
weir box and bypass culvert, connecting to existing
stormwater drainage components.
Leeds Pond, Manhasset Bay, Town of North Hempstead,
Nassau County
General Concurrence

Dear Mr. LaSala:

The Department of State received your Federal Consistency Assessment Form and consistency certification and supporting information for this proposal on August 3, 2015.

The Department of State has determined that this proposal meets the Department's general consistency concurrence criteria. Therefore, further review of the proposed activity by the Department of State, and the Department's concurrence with an individual consistency certification for the proposed activity, are not required.

This General Concurrence is without prejudice to and does not obviate the need to obtain all other applicable licenses, permits, other forms of authorization or approval that may be required pursuant to existing State statutes. Specifically, it appears that you may require authorization from the New York State Department of Environmental Conservation (DEC). Please contact the DEC region 1 office to determine if their authorization is required.

When communicating with us regarding this matter, please contact us at (518) 474-6000 and refer to our file #F-2015-0564.

Sincerely,



Jeffrey Zappieri
Supervisor, Consistency Review Unit
Office of Planning and Development

JZ/dc

cc: COE/New York District -- Jodi McDonald
DEC/Region 1 -- Roger Evans

