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In the Matter of Application

Of

John E. Rottkamp, Commissioner of Buildings  
Of the Town of Hempstead

Against

**Jan & Nesslene Rafalowitz**  
**1053 Thomas Avenue**  
**Baldwin, New York 11510**

The petition of John E. Rottkamp, Commissioner of Buildings of the Town Of Hempstead shows:

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 54, Block 99 and lot number (s) 24, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **January 10, 2017**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE TWO AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND COTTAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED WEST SIDE OF MILBURN AVENUE, 200 FEET NORTH OF COTTAGE PLACE, BALDWIN, N.Y. 11510, A/K/A 2314 MILBURN AVENUE, BALDWIN, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE TWO AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND COTTAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE WEST SIDE OF MILBURN AVENUE, 200 FEET NORTH OF COTTAGE PLACE, SECTION 54, BLOCK 99, AND LOT(S) 24, AKA 2314 MILBURN AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the two and one half story wood frame one family dwelling with detached garage and cottage located on the West side of Milburn Avenue, 200 feet North of Cottage Place, Section 54, Block 99 and Lot (s) 24 A/K/A 2314 Milburn Avenue, Baldwin, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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In the Matter of Application

Of

John E. Rottkamp, Commissioner of Buildings  
Of the Town of Hempstead

Against

**Mitchell D. Rosten**  
**45 Brower Avenue**  
**Woodmere, New York 11598**

The petition of John E. Rottkamp, Commissioner of Buildings of the Town Of Hempstead shows:

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section **41**, Block **27** and lot number (s) **415**, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **January 10, 2017**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED SOUTHEAST CORNER OF BROWER AVENUE AND BENTON STREET, WOODMERE, N.Y. 11598, A/K/A 45 BROWER AVENUE, WOODMERE, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE SOUTHEAST CORNER OF BROWER AVENUE AND BENTON STREET, SECTION 41, BLOCK 27, AND LOT(S) 415, AKA 45 BROWER AVENUE, WOODMERE, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one and one half story wood frame one family dwelling with attached garage located on the Southeast Corner of Brower Avenue and Benton Street, Section 41, Block 27 and Lot (s) 415 A/K/A 45 Brower Avenue, Woodmere, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10<sup>th</sup> day of January, 2017, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

LEVITTOWN

MEADOW LANE (TH 517/16) STOP - all traffic traveling southbound on James Lane shall come to a full stop.

ROOSEVELT

DAWES AVENUE (TH 494/16) STOP - all traffic approaching southbound on Ronald Place shall come to a full stop.

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

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

Dated: December 13, 2016  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

Nasrin G. Ahmad  
Town Clerk

*Case No. 29594*

NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 10<sup>th</sup> day of January, 2017 at 7:00 o'clock in the evening of that day, to consider the enactment of a local law to amend subsection 155-15-c of Chapter 155 of the Code of the Town of Hempstead, in relation to fines for violations of restrictions on Commercial Marine Vessels in the Town of Hempstead.

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

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

Dated: Hempstead, New York  
December 13, 2016

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

NASRIN G. AHMAD  
Town Clerk

ANTHONY J. SANTINO  
Supervisor

*Case No. 16690*

Town of Hempstead

A local law to amend subsection 155-9-c of Chapter 155 of the Code of the Town of Hempstead, in relation to fines for violations of restrictions on Commercial Marine Vessels in the Town of Hempstead.

Introduced by: Councilwoman Goosby

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

Section 1. Subsection 155-9-c of Chapter 155 of the code of the town of Hempstead, as constituted by local law number seventy-one of twenty hundred sixteen, hereby is amended, and shall henceforth read as follows:

Chapter 155  
Boats and Seaplanes

\* \* \*

§ 155-9. Restrictions on Commercial Marine Vessels.

\* \* \*

C. Any violation of this section by the owner, lessee, or any other person in control of a Commercial Marine Vessel shall constitute a violation, and the fine shall be \$1,000.00.

Section 2. This local law shall become effective immediately upon filing with the secretary of state.

NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 10<sup>th</sup> day of January, 2017, at 7:00 o'clock in the evening of that day, to consider the enactment of a local law to amend section 118-13 of Chapter 118 of the Code of the Town of Hempstead, in relation to the licensing and regulation of peddlers and solicitors.

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

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

Dated: Hempstead, New York  
December 13, 2016

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

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Case No. 16932



**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that the Commissioner of General Services of the Town of Hempstead has prepared revised parking field maps for the following locations, which revisions consist of the adoption of the following public parking field maps showing the adoption of four (4) "Electric & P.H.E.V. Vehicle Parking Only" signs in parking field BA-5, Baldwin; four (4) "Electric & P.H.E.V. Vehicle Parking Only" signs in parking field B-3, Bellmore; two (2) "Electric & P.H.E.V. Vehicle Parking Only" signs in parking field H-4, Hewlett; two (2) "Electric & P.H.E.V. Vehicle Parking Only" signs in parking field I-2, Inwood; four (4) "Electric & P.H.E.V. Vehicle Parking Only" signs in parking field M-8, Merrick; two (2) "Electric & P.H.E.V. Vehicle Parking Only" signs in parking field O-8, Oceanside; four (4) "Electric & P.H.E.V. Vehicle Parking Only" signs in parking field S-6, Seaford; four (4) "Electric & P.H.E.V. Vehicle Parking Only" signs in parking field WA-2, Wantagh; and two (2) "Electric & P.H.E.V. Vehicle Parking Only" signs in parking field W-6, Woodmere; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

**PLEASE TAKE FURTHER NOTICE** that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 10th day of January, 2017 at 7:00 in the evening of that day, to consider the adoption of the following revised public parking field maps:

Case # 16214

BALDWIN

BA-5

Commuter Parking Field  
Baldwin  
Town of Hempstead  
(TH-537/16)

BELLMORE

B-3

Commuter Parking Field  
Bellmore  
Town of Hempstead  
(TH-538/16)

HEWLETT

H-4

Franklin Avenue Commuter Parking Field  
Hewlett  
Woodmere-Hewlett  
Public Parking District  
(TH-539/16)

INWOOD

I-2

Commuter Parking Field  
E/S Doughty Boulevard & N/O L.I.R.R. Station  
Inwood  
Town of Hempstead  
(TH-540/16)

MERRICK

M-8

Commuter Parking Field  
Merrick  
Town of Hempstead  
(TH-541/16)

OCEANSIDE

O-8

Lawson Blvd. - Weidner Ave.  
Parking Field  
Oceanside Public Parking District  
(TH-542/16)

SEAFORD

S-6

Commuter Parking Field  
Seaford  
Town of Hempstead  
(TH-543/16)

WANTAGH

WA-2

Commuter Parking Field  
Wantagh  
Town of Hempstead  
(TH-544)

WOODMERE

W-6

Station Pl. Parking Area  
S/O L.I.R.R.  
Woodmere  
Town of Hempstead  
(TH-545/16)

Copies of the proposed public parking field maps are on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York.

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

**Dated:** Hempstead, New York  
December 28 , 2016

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

NASRIN G. AHMAD  
Town Clerk

ANTHONY J. SANTINO  
Supervisor

CASE NO.

RESOLUTION NO.

ADOPTED

:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID AND AWARDING CONTRACT FOR THE CONSTRUCTION OF IRON REMOVAL SYSTEM AT WELL NO. 3, GENERAL CONSTRUCTION CONTRACT LIDO-POINT LOOKOUT WATER DISTRICT, TOWN OF HEMPSTEAD, NASSAU COUNTY NEW YORK PW#3-15

WHEREAS, the Commissioner of General Services advertised for bids for the Contract for the Construction of Iron removal System at Lido-Point Lookout Well No. 3, – General Construction Contract, Lido-Point Lookout Water District, Town of Hempstead, Nassau County, New York PW #3-15; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on March 26, 2015, and

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

<u>Bidder</u>	<u>Total Comparison Bid Price</u>
Philip Ross Industries, Inc.	\$ 1,522,600.00
Mace Contracting Corporation	\$ 2,721,000.00

, and

WHEREAS, based upon a unit pricing schedule bids were evaluated by the lowest total comparison bid price; and

WHEREAS, the Commissioner of the Department of Water reported that the lowest bid was received from Philip Ross Industries, Inc. and recommended acceptance of said bid with a total amount of all work not to exceed the amount of \$ 1,522,600.00 to the Town Board and it appears that said bidder is duly qualified;

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Philip Ross Industries, Inc. 200 Long Island Ave, Wyandanch, New York 11798, for the Construction of Iron removal System at Lido-Point Lookout Well No. 3, – General Construction Contract, Lido-Point Lookout Water District, Town of Hempstead, Nassau County, New York PW #3-15, be accepted, commencing with the execution of the contract; and BE IT FURTHER

RESOLVED, that the bidder’s Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk’s Office with the contract; and BE IT FURTHER

RESOLVED, that the Supervisor hereby is authorized to execute the aforesaid contract and make payments under the contract executed by the successful bidder from the Lido-Point Lookout Water District funds Acct nos. 8658-507-8658-5010 (\$722,600.00) and 8583-507-8583-5010 (\$800,000.00), total amount not to exceed \$1,522,600.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #           1          

Case #           9190

CASE NO.

RESOLUTION NO.

ADOPTED

:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID AND AWARDING CONTRACT FOR THE CONSTRUCTION OF IRON REMOVAL SYSTEM AT WELL NO. 3, PLUMBING CONSTRUCTION CONTRACT LIDO-POINT LOOKOUT WATER DISTRICT, TOWN OF HEMPSTEAD, NASSAU COUNTY NEW YORK PW#4-15

WHEREAS, the Commissioner of General Services advertised for bids for the Contract for the Construction of Iron removal System at Lido-Point Lookout Well No. 3, – Plumbing Construction Contract, Lido-Point Lookout Water District, Town of Hempstead, Nassau County, New York PW #4-15; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on March 26, 2015, and

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

<u>Bidder</u>	<u>Total Comparison Bid Price</u>
Philip Ross Industries, Inc.	\$ 2,400,000.00
Bensin Contracting, Inc.	\$ 2,469,000.00
Atlantic Wells, Inc.	\$ 2,942,000.00

, and

WHEREAS, based upon a unit pricing schedule bids were evaluated by the lowest total comparison bid price; and

WHEREAS, the Commissioner of the Department of Water reported that the lowest bid was received from Philip Ross Industries, Inc. and recommended acceptance of said bid with a total amount of all work not to exceed the amount of \$ 2,400,000.00 to the Town Board and it appears that said bidder is duly qualified;

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Philip Ross Industries, Inc. 200 Long Island Ave, Wyandanch, New York 11798, for the Construction of Iron removal System at Lido-Point Lookout Well No. 3, – Plumbing Construction Contract, Lido-Point Lookout Water District, Town of Hempstead, Nassau County, New York PW #4-15, be accepted, commencing with the execution of the contract; and BE IT FURTHER

RESOLVED, that the bidder’s Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk’s Office with the contract; and BE IT FURTHER

RESOLVED, that the Supervisor hereby is authorized to execute the aforesaid contract and make payments under the contract executed by the successful bidder from the Lido-Point Lookout Water District funds Acct nos. 8563-507-8563-5010 (\$65,000.00), 8608-507-8608-5010 (\$1,550,000.00), 8583-507-8583-5010 (\$135,000.00) and 8658-507-8658-5010 (\$650,000.00), total amount not to exceed \$2,400,000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2

Case # 9190

CASE NO.

RESOLUTION NO.

ADOPTED

:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID AND AWARDING CONTRACT FOR THE CONSTRUCTION OF IRON REMOVAL SYSTEM AT WELL NO. 3, ELECTRICAL CONSTRUCTION CONTRACT LIDO-POINT LOOKOUT WATER DISTRICT, TOWN OF HEMPSTEAD, NASSAU COUNTY NEW YORK PW#5-15

WHEREAS, the Commissioner of General Services advertised for bids for the Contract for the Construction of Iron removal System at Lido-Point Lookout Well No. 3, – Electrical Construction Contract, Lido-Point Lookout Water District, Town of Hempstead, Nassau County, New York PW #5-15; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on March 26, 2015, and

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

<u>Bidder</u>	<u>Total Comparison Bid Price</u>
Baltray Enterprises, Inc. (d/b/a Bancker Electric)	\$ 461,000.00
Rolands Electrical, Inc.	\$ 479,600.00
JVR Electric, Inc.	\$ 511,950.00
Palace Electrical Contractors, Inc.	\$ 554,000.00
Bana Electric Corp.	\$ 592,000.00
Hinck Electrical Contractor, Inc.	\$ 629,885.00

, and

WHEREAS, based upon a unit pricing schedule bids were evaluated by the lowest total comparison bid price; and

WHEREAS, the Commissioner of the Department of Water reported that the lowest bid was received from Baltray Enterprises, Inc. (d/b/a Bancker Electric) and recommended acceptance of said bid with a total amount of all work not to exceed the amount of \$ 461,000.00 to the Town Board and it appears that said bidder is duly qualified;

NOW, THEREFORE, BE IT

RESOLVED, that the bid of Baltray Enterprises, Inc. (d/b/a Bancker Electric) 218 Blydenburgh Road, Islandia, New York 11749, for the Construction of Iron removal System at Lido-Point Lookout Well No. 3, – Electrical Construction Contract, Lido-Point Lookout Water District, Town of Hempstead, Nassau County, New York PW #5-15, be accepted, commencing with the execution of the contract; and BE IT FURTHER

RESOLVED, that the bidder’s Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk’s Office with the contract; and BE IT FURTHER

RESOLVED, that the Supervisor hereby is authorized to execute the aforesaid contract and make payments under the contract executed by the successful bidder from the Lido-Point Lookout Water District funds Acct nos. 8583-507-8583-5010 (\$350,000.00) and 8658-507-8658-5010 (\$111,000.00), total amount not to exceed \$ 461,000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 3

Case # 9190

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF GENERAL SERVICES TO ACCEPT A PROPOSAL FROM WALDEN ENVIRONMENTAL ENGINEERING, PLLC TO CONDUCT AN ENERGY AUDIT FOR THE DEPARTMENT OF GENERAL SERVICES, TOWN OF HEMPSTEAD, NEW YORK

WHEREAS, the Town deems it desirable to obtain the services of a qualified Environmental Engineer to review compliance with the ESCO Project for the Department of General Services, Town of Hempstead, Nassau County, New York; and

WHEREAS, Walden Environmental Engineering, PLLC, having their principal office at 16 Spring Street, Oyster Bay, New York 11771, represents that they are adequately experienced, and represents that they are duly licensed and qualified as an Environmental Engineer under the Laws of the State of New York; and

WHEREAS, Walden Environmental Engineering, PLLC, has submitted a proposal to conduct an energy audit for the Department of General Services, Town of Hempstead, Nassau County, New York; and

WHEREAS, the said proposal and all of its terms are deemed just and equitable in the interest of the Town of Hempstead; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services be and hereby is authorized and directed to accept on behalf of the Town of Hempstead the aforementioned proposal in writing with Walden Environmental Engineering, PLLC to conduct an energy audit for a total sum of \$13,350.00 (Thirteen Thousand Three Hundred Fifty Dollars) with said fee to be charged against Department of General Services Account Number 010-001-1490-4151, Fees and Services.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4

Case # 25232

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION 381-2014 ACCEPTING THE PROPOSAL OF DVIRKA & BARTILUCCI, CONSULTING ENGINEERS, TO PROVIDE ENGINEERING SERVICES RELATED TO REHABILITATION OF ELEVATED WATER STORAGE TANKS IN THE ROOSEVELT FIELD, EAST MEADOW AND LEVITTOWN WATER DISTRICTS

WHEREAS, on March 25, 2014 the Town Board of the Town of Hempstead adopted Resolution No. 381-2014 a resolution titled Resolution accepting the proposal of Dvirka & Bartilucci, Consulting Engineers, to provide engineering services related to the rehabilitation of elevated water storage tanks in the Roosevelt Field, East Meadow and Levittown Water Districts; and

WHEREAS, it is necessary to provide construction inspection and supervision services related to the modification, repair and repainting of the Prospect Avenue tank in the East Meadow Water District; and

WHEREAS, Dvirka & Bartilucci has offered in their proposal to perform such construction inspection and supervision services for the elevated tank in the East Meadow Water District for an amount not to exceed \$90,000.00; and

WHEREAS, the Consulting Engineering firm of Dvirka & Bartilucci is deemed well qualified to perform such engineering services as listed in their proposal; and

WHEREAS, the Commissioner of the Department of Water deems the performance of such engineering services to be necessary and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Department of Water is hereby authorized to accept the proposal of Dvirka & Bartilucci to perform said necessary consulting engineering services as submitted in their proposal; and

BE IT FURTHER RESOLVED that the Supervisor be and hereby is authorized and directed to make payment of fees for such consulting engineering services in accordance with the terms of the aforementioned proposal. Such fees to be paid from and charged against the East Meadow Water District acct # 8633-507-8633-5010 in an amount for said additional services not to exceed \$90,000.00 (Ninety thousand dollars) and a total authorized amount not to exceed \$192,000.00 (One hundred ninety-two thousand dollars)

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 5

Case # 21731



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING REIMBURSEMENT OF FEES FOR APPOINTMENT AS NOTARY PUBLIC TO IRENE KLEBER, EMPLOYEE OF TOWN BOARD.

WHEREAS, it is necessary that the Office of the Town Board have available at all times the services of a person who is a certified notary public; and

WHEREAS, the Town Board requested Irene Kleber, employee of the Town Board's Office to make application for appointment by the State of New York to be commissioned as a notary public; and

WHEREAS, the Town Board deemed it necessary and in the public interest to have said employee of the Town Board's Office become commissioned and certified as a notary public;

NOW, THEREFORE, BE IT

RESOLVED, that Irene Kleber, employee of Town Board, was authorized to apply for appointment and certification as notary public and that she would be reimbursed for her actual and necessary fees in connection therewith, not to exceed the amount of \$60.00, such reimbursement to be paid out of and charged against Town Board's Office Expense Account No. 010-001-1012-4040

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 6

Case # 27729

CASE NO:

RESOLUTION NO:

ADOPTED:

offered the following Resolution  
and moved its adoption:

**RESOLUTION AUTHORIZING THE COMMISSIONER OF  
HIGHWAYS TO DISPOSE OF CERTAIN RECORDS  
IN THE HIGHWAY DEPARTMENT**

Whereas, the Highway Department has requested permission to dispose  
of certain records here-in-below identified pursuant to Section 57.25 of the  
Arts and Cultural Affairs Law of the State of New York:

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the  
Commissioner of Highways be and he hereby is authorized to dispose of  
Duplicate Copies of Records, Logs or Schedule, Daily Log, Legal Case  
Files, Records of Employee Absences or Accruals, Employee request for  
and/or authorization to use sick, vacation, personal or other leave or to work  
overtime, Employee's Time Records, Personnel Records of Local  
Government Employees or similar records consisting of 8.0 cubic feet as  
per Retention and Disposition Schedule No MU-1, pursuant to Part 185,  
Title 8 of the Official Compilation of Codes, Rules and Regulations of the  
State of New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7

Case # 4724

CASE NO.

RESOLUTION NO.

offered the following resolution and moved its adoption:

RESOLUTION PURSUANT TO SECTION 343.B. OF ARTICLE XXXIII OF THE BUILDING ZONE ORDINANCE DELETING FROM THE GASOLINE SERVICE STATION (GSS) DISTRICT PREMISES LOCATED AT THE NORTHERN CORNER OF SOUTH FRANKLIN AVENUE AND HEMPSTEAD AVENUE, LYNBROOK, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, by Town Board Resolution No. 249-1998, dated March 31, 1998, as amended by Town Board Resolution 458-1998, dated April 28, 1998, the premises at the northern corner of South Franklin Avenue and Hempstead Avenue, Lynbrook, Town of Hempstead, Nassau County, New York, was included in the Gasoline Service Station ("GSS") District, for utilization as a gasoline service station; and

WHEREAS, the current owner of the premises, 2 FRANKLIN AVENUE LLC, with offices at c/o Phillips International Holding Corp, 295 Madison Avenue, 2<sup>nd</sup> Floor, New York, NY 10016, has presented the Town Board with a Declaration of Voluntary Surrender pursuant to Article XXXIII, Section 343.A.(1) of the Town Building Zone Ordinance ("BZO"), executed on September 22, 2016, voluntarily surrendering the inclusion of the premises within the GSS District and revoking the Declaration of Restrictive Covenants dated and acknowledged March 26, 1998, and recorded in the Nassau County Clerk's office April 30, 1998, in Liber 10903, pages 342-347A; and

WHEREAS, upon being presented with a duly executed Declaration of Voluntary Surrender pursuant to Article XXXIII, Section 343.A.(1) of the BZO, the Town Board is empowered pursuant to Article XXXIII, Section 343.B. of the BZO to delete the premises from the GSS District and revoke the aforesaid Declaration of Restrictive Covenants, which has the effect of authorizing the resumption of those uses expressly permitted in the underlying use district; and

WHEREAS, the underlying use district for the premises is the "X" Business District; and

WHEREAS, it is in the public interest for the Town Board to adopt a Resolution pursuant to Article XXXIII, Section 343.B. of the BZO, deleting the premises from the GSS District and revoking the aforesaid Declaration of Restrictive Covenants, which has the effect of authorizing the resumption of uses permitted in the Business District.

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Article XXXIII, Section 343.B. of the BZO, the inclusion of the premises at the northern corner of South Franklin Avenue and Hempstead Avenue, Lynbrook, Town of

Item #

Case #

8  
4592

29570

Hempstead, Nassau County, New York, in the GSS District, as authorized by the Town Board Resolution No. 249-1998, dated March 31, 1998, as amended by Town Board Resolution 458-1998, dated April 28, 1998, is hereby deleted, and the Declaration of Restrictive Covenants dated and acknowledged March 26, 1998, and recorded in the Nassau County Clerk's office April 30, 1998, in Liber 10903, pages 342-347A, is hereby revoked, with the effect that the uses permitted in the underlying Business District may be resumed, and, BE IT FURTHER

RESOLVED, that changes be made upon the zoning maps of the Town, so as to indicate the deletion.

The foregoing Resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION TEMPORARILY SUSPENDING IMPOSITION OF "MAINTAIN" BUILDING PERMIT APPLICATION FEES AND SUBSTITUTING "NEW CONSTRUCTION" FEES TO BE COLLECTED BY THE DEPARTMENT OF BUILDINGS, WITH RESPECT TO BUILDING PERMIT APPLICATIONS FILED BETWEEN JANUARY 11, 2017 AND May 9, 2017.

WHEREAS, it is in the public interest to encourage persons who are maintaining buildings, structures and other improvements without the benefit of a building permit to file applications with the Department of Buildings to obtain permits and legalize same as required by law; and

WHEREAS, the Department of Buildings' building permit application fees are significantly higher in the case of applications to maintain buildings, structures and other improvements, as compared to such fees applicable to new construction; and

WHEREAS, it is in the public interest to establish a temporary period of time in which persons who are maintaining buildings, structures and other improvements without the benefit of a building permit to have the temporary opportunity to file applications with the Department of Buildings to obtain permits and legalize same as required by law, and be responsible to pay "new construction" fees instead of "maintain" fees, in that such will encourage persons to file required applications to legalize same:

NOW, THEREFORE, BE IT

RESOLVED, that for all building permit applications filed and application fees paid between January 11, 2017 and May 9, 2017 to legalize maintenance of buildings, structures and other improvements existing without the benefit of a building permit, the Department of Buildings shall charge application fees pertaining to new construction, and not application fees pertaining to maintenance thereof; and be it further:

RESOLVED, that the said new construction application fees shall be as provided by law, to be paid at a time and amount as determined by the Building Inspector

The foregoing resolution was seconded by and adopted upon roll call as follows:

AYES:

NOES:

Item # 9

Case # 10315

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A RENEWAL AGREEMENT WITH OYSTER BAY-HEMPSTEAD JOINT COMMUNITY HALL AND SWIMMING POOL DISTRICT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF SAID JOINT DISTRICT BY THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF HEMPSTEAD.

WHEREAS, the Town of Hempstead did as of the 16th day of November 1976, enter into an agreement with the Oyster Bay-Hempstead Joint Community Hall and Swimming Pool District, which provided that the facilities of the Joint District shall be administered, operated, and maintained by the Department of Parks & Recreation of the Town of Hempstead, in the same manner and to the same extent as if the Joint District were a special district of the Town established pursuant to Article 12 of the Town Law except as expressly provided in the terms of said agreement; and

WHEREAS, this Town Board deems it to be in the public interest to renew said agreement for a further period of five years commencing January 1, 2017 upon the same terms and conditions;

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead enter into an agreement with the Oyster Bay-Hempstead Joint Community Hall and Swimming Pool District for a five year term commencing January 1, 2017 and ending December 31, 2021 which agreement will provide that the facilities of the Joint District shall be administered, operated and maintained by the Department of Parks & Recreation of the Town of Hempstead in the same manner and to the same extent as if the Joint District were a special district of the Town, upon the same terms and conditions as are contained in the existing agreement with an expiration date of December 31, 2016 and; BE IT FURTHER

RESOLVED, that the Supervisor be and hereby is authorized and directed to execute said five year renewal agreement in both capacities of Supervisor and Commissioner

Item # 10

Case # 10735

of the Oyster Bay-Hempstead Joint Community Hall and  
Swimming Pool District.

The foregoing resolution was adopted upon roll call  
as follows:

AYES:

NOES:

THIS AGREEMENT, made as of this            day of  
2017, pursuant to Article 5-G of the General Municipal Law  
of the state of New York, by and between the TOWN OF  
HEMPSTEAD, a municipal corporation, located in Nassau  
County, New York, hereafter called "the Town" and, OYSTER  
BAY-HEMPSTEAD JOINT COMMUNITY HALL AND SWIMMING POOL  
DISTRICT, a special improvement district of the Towns of  
Oyster Bay and Hempstead, established pursuant to Chapter  
835 of the Laws of 1953, hereinafter called "the Joint  
District."

W I T N E S S E T H

WHEREAS, it will be in the public interest for the  
purpose of efficiency and economy that the facilities of the  
Joint District be administered, operated and maintained by the  
Department of Parks and Recreation of the Town.

IT IS HEREBY MUTUAL COVENANTED AND AGREED,

FIRST: That the facilities of the Joint District be  
administered, operated and maintained by the Department of Parks  
and Recreation of the Town (hereinafter referred to as "the  
Department") in the same manner and to the same extent as if the  
Joint District were a special district of the Town established  
pursuant to Article 12 of the Town Law, except as hereinafter  
expressly provided.

SECOND: That the administration, operation and  
maintenance of the Joint District by the Department, as provided  
herein, shall be subject to the supervision and control of the  
Board of Commissioner's of the Joint District.

THIRD: That in operating and maintaining the facilities  
of the Joint District, the Department shall have the use and  
control of all of the properties, facilities and equipment of  
the Joint District.

FOURTH: That the facilities of the Joint District shall  
be operated and maintained by employees of the Department, and,  
at the Department's discretion by the use of such equipment of  
said Department as the Department shall designate;

PROVIDED, HOWEVER, that nothing contained in this  
agreement shall be construed to prevent the continuance of



employment of residents of the Town of Oyster Bay, on either a permanent or temporary basis, for the purpose of performing services for or on behalf of the Joint District, subject to approval of the Nassau County Civil Service Commission or other appropriate authorities, which approval the Town shall seek at as early a date as possible.

FIFTH: That the Chairman shall have custody of the funds of the Joint District and the authority to disburse such funds for the lawful purposes of said District, including the charges or fees fixed by the Board of Commissioners of the Joint District for use of the Joint District facilities.

SIXTH: That the Department shall issue all permits, when required, for the use of the Joint District facilities and shall have the duty and authority to enforce such rules and regulations as may be adopted by the Board of Commissioners thereof with respect thereto and such other statutes or ordinances as may relate to the operation of such facilities.

SEVENTH: That the books of account of the Joint District shall be kept by the Comptroller of the Town and shall be available for inspection by the Board of Commissioners of the Joint District.

EIGHTH: That the Department shall have the duty and authority to purchase such material and equipment and make such contracts (but not contracts for capital expenditures) as may be necessary for the operation and maintenance of the facilities of the Joint District, through the Purchasing Department of the Town.

NINTH: That the Joint District shall pay to the Town its ratable share, based on the amount of services rendered the Joint District by the Town, of the sum of the total costs and expenses of said Department. Said ratable share shall be such as is determined by the Commissioner of the Department.

TENTH: This agreement shall take effect January 1, 2017 and shall terminate on December 31, 2021 and may be renewed for a successive period of five years or less thereafter by the adoption by each of the Town Board of the Town and of the Board of Commissioners of the Joint District of resolutions so providing.

IN WITNESS WHEREOF, the Town and the Joint District have executed the same under their corporate seals by their duly authorized officials.

TOWN OF HEMPSTEAD

\_\_\_\_\_  
Supervisor

OYSTER BAY-HEMPSTEAD  
JOINT COMMUNITY HALL AND  
SWIMMING POOL DISTRICT

BY \_\_\_\_\_  
Commissioner

BY \_\_\_\_\_  
Commissioner

**APPROVED**  
*Michael J. Zapp*  
\_\_\_\_\_  
Commissioner  
Dept - Parks & Recreation  
Date 12/1/16

**APPROVED AS TO FORM**  
*Charles O. Heine*  
\_\_\_\_\_  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 11/30/16

compliant w/ GML 103  
 compliant w/ TOH Guidelines  
 not subject to GML or Guidelines  
*[Signature]*  
\_\_\_\_\_  
Director of Purchasing



ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE PAYMENT BY THE TOWN OF HEMPSTEAD FOR CERTAIN PARTS OF PREMISES TO BE USED BY THE FLORAL PARK-BELLEROSE SENIOR CITIZENS TO ST.HEDWIG'S ROMAN CATHOLIC CHURCH OF FLORAL PARK, NY.

WHEREAS, Chapter 679 of the 1972 Laws of the State of New York amending Article 19-J of the Executive Law, Office for the Aging, permits municipalities to establish a recreation project for the elderly; and

WHEREAS, this Town Board deems it to be in the public interest to provide premises in Floral Park area of the Town Of Hempstead to be used for recreation purposes by the Floral Park-Bellerose Senior citizens; and

WHEREAS, St. Hedwig's Roman Catholic Church of Floral Park, has agreed to provide to the Town of Hempstead for use by the Floral Park-Bellerose Senior Citizens a portion of the premises located at the northwest corner of Jericho Turnpike and Willis Avenue, Floral Park, NY to be used on Monday and Wednesday from 9:00 a.m. to 3:30 p.m. of each and every week for the period commencing January 1, 2017 and ending December 31, 2017 for the sum of \$13,110.00 payable \$3,277.50 quarterly; and

WHEREAS, the Board deems the payment for the use of said premises to be fair and reasonable;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized and directed to enter into an agreement in writing with St. Hedwig's Roman Catholic Church, 1 Depan Avenue, Floral Park, NY, County of Nassau, State of New York, wherein the Town of Hempstead will pay St. Hedwig's Roman Catholic Church for use of certain parts of premises located at the northwest corner of Jericho Turnpike and Willis Avenue, Floral Park, NY, to be used for recreational purposes by the Floral Park-Bellerose Senior Citizens on Monday and Wednesday of each and every week for a period commencing January 1, 2017 and ending December 31, 2017 from 9:00 a.m. to 3:30 p.m. for the sum of \$13,110.00 payable \$3,277.50 quarterly; and

BE IT FURTHER

RESOLVED, that said annual amount shall be paid quarterly in arrears form the Department of Senior Enrichment, Account No. 010-004-6772-4120.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 13561

AGREEMENT by and between ST. HEDWIG'S ROMAN CATHOLIC CHURCH AT FLORAL PARK IN THE COUNTY OF NASSAU IN THE STATE OF NEW YORK, (111635115) a religious corporation having its principal office at No. 1 Depan Avenue, Floral Park, New York hereinafter called the "Church", and the

TOWN OF HEMPSTEAD, a municipal corporation having its office in the Hempstead Town Hall, Town Hall Plaza, Main Street Hempstead, New York (hereinafter) called the "Town";

WITNESSETH:

WHEREAS, the Church is the owner of a Parish Hall which is Situated at the northwest corner of Jericho Turnpike and Willis Avenue in Floral Park, NY, and

WHEREAS, the Town Of Hempstead is desirous of using said Hall for the purpose of conducting a program for senior citizen on Monday and Wednesday of each week from 9:00 a.m. to 3:30 p.m. commencing January 1, 2017, and

WHEREAS, the Church is willing and desirous of providing the necessary space in said building for such purpose;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. The Church hereby grants permission to the Town to use the following:

- (a) auditorium on the first and second floors:
- (b) a small room on the third floor solely for the purpose of storing paper goods. This shall be an exclusive use for the entire term (not solely on Monday and Wednesday);
- (c) parking field solely for the purpose of parking motor vehicles which may be used or owned by the participants in the aforesaid program.

2. The Town represents that the aforesaid senior citizen program to be conducted by it under this permission will be duly authorized and approved by whatever public or governmental authorities have jurisdiction and shall be conducted in accordance with all laws, rules and regulations of said governmental body or authority having jurisdiction.

3. The time of the aforesaid use shall be limited to Monday and Wednesday of each and every week from 9:00 a.m. to 3:30 p.m. for the period commencing January 1, 2017, and ending December 31, 2017.

4. Either party hereto shall have the right to terminate this agreement upon ninety (90) days' written notice to the other. Such notice shall be sent by certified or registered mail and shall specify the effective termination date.

5. The Town shall not bring onto the premises any thing of object which shall be deemed hazardous or which in any way shall increase the fire insurance premium or other insurance carried by the Church or the subject premises.

6. The Town shall not place any posters, banners, signs or the like on any part of the premises without the consent and approval of the Pastor or the Church.

7. The Town also shall be permitted to use the folding chairs and tables located on the premises upon condition that the same are returned folded to the location where such chairs were piled prior to each Monday's or Wednesday's use of the aforesaid premises.

8. The Town after each day's use of the premises shall leave the entire premises in a neat and orderly condition and broom clean.

9. The Town will take proper, good and reasonable care of all portions of the building and premises owned by the Church in connection with the aforesaid use pursuant to this agreement, and at all times will have and will provide supervision of its personnel, visitors and guests in the conduct of the aforesaid program.

10. The Church shall not be liable for any loss or damage or injury to any personal property belonging to the Town or brought onto the premises for such program or to any of the personal property of any of its personnel, agents, servants visitors, employees or senior citizens or any other person or persons while on the aforesaid premises or in any way participating in the aforesaid program whether by being a participant, guest or invitee, irrespective of the circumstances under which or the manner in which such loss, damage or injury shall have occurred.

11. The Town will not assign this agreement or underlet or underlease any part of the subject premises or any part thereof, or occupy or permit or suffer the same to be occupied for any purpose deemed extra hazardous on account of fire or other hazards.

12. The Church shall cause the snow to be removed from the sidewalk and entrance to the building in a timely manner so as not to interfere with the seniors access to the scheduled program.

13. It is expressly understood that the Town shall not possess, request or require a key to the premises upon the responsibility of opening and closing of the building each day of the permitted use.

14. The parties agree that the fair and reasonable amount necessary to cover the normal carrying, maintenance and depreciation charges of the premises being used by the Town pursuant to this agreement is the sum of \$19,000.00 for the period January 1, 2017 through December 31, 2017. The Town agrees to pay the Church \$13,110.00 annually in quarterly installments when the facility is used, upon presentation of a valid claim form. The balance of \$5,890.00 shall be paid by Floral Park in quarterly Installments, upon presentation of a valid claim form.

In the event of a termination of this agreement pursuant to the provisions of paragraph "4" hereof, the final diem basis in the event that the termination occurs during any of said quarters.

15. The Church shall supply heat, water and electricity necessary for the use of the subject premises by the Town.

16. The Church shall designate which entrances shall be used by the Town to gain admittance to the subject premises.

17. The Town shall not keep, store or maintain any personal property in any part of the building, including the subject

portion except in such place or places as may be designated by the Church for such purpose, and the fact that the Church shall have designated any such place or portion shall not be construed to render the Church liable for any loss, damage or injury whatsoever of or to any property so kept, stored and maintained. It is expressly provided that the Church shall not be responsible for any damage or injury to any personal property belonging to the Town which is brought into or upon the subject premises or used in conducting the aforesaid program.

18. It is expressly understood that the Town is a self-insurer with respect to liability and property damage pursuant to the Insurance Law of the State of New York.

19. The Town and its personnel, agents, servants, visitors employees and senior citizens shall observe faithfully and comply strictly with all and any reasonable rules and regulations as the Church may from time to time establish. Notice of such rules and regulations shall be given to the Town in such manner as the Church may elect.

20. The number in attendance under the aforesaid program to be conducted by the Town shall not at any time exceed 225 in number or such lesser number as may be fixed by the Fire Marshall or other governmental agency or personnel having jurisdiction to determine number of occupants at any one given time.

21. It is expressly understood that all programs to be conducted by the Town under this permitted use shall be conducted inside the Parish Hall and no activity of any kind shall take place on the parking lot or outside of the Parish Hall.

22. It is expressly understood that the Church for its own use has complied with all governmental rules, ordinances, regulations and laws pertaining to its use of the subject premises. Should any use of such premises by the Town, require changes in order to comply with such government regulations, then and in such event the Town at its sole cost and expense will comply therewith provided the Church has first approved such change or changes. In the event that the Town fails to comply with such change or changes within a reasonable time, then in such event this agreement shall automatically terminate and the aforesaid stipend being paid hereunder shall be adjusted accordingly. In the event that the Church refuses to approve any such change or changes then this agreement shall automatically cease and terminate and again, the aforesaid stipend shall be adjusted accordingly.

23. It is expressly understood that the Town shall not do or cause any cooking to be done on the premises except the preparation of beverages. However, either hot or cold foods may be delivered to the premises for consumption of such food on the premises.

24. It is expressly understood that during the use of the aforesaid premises by the Town it shall have nonexclusive use of the bathroom facilities.

APPROVED AS TO FORM  
Charles B. Stone  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/16/16

Dated: 11/28/16

ST. HEDWIG'S ROMAN CATHOLIC CHURCH  
By: [Signature]  
Pastor, St. Hedwig's Church

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Supervisor  
Town Of Hempstead

Dated: 12/16/16

APPROVED

By: [Signature]  
Incorporated of Floral Park

[Signature]  
Deputy Commissioner  
Dept. Senior Environment  
Date: \_\_\_\_\_

By: [Signature] Date: 12/16/16

KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

compliant w/ GML 105  
compliant w/ TOH Guidelines  
not subject to GML or Guidelines  
[Signature]  
Director of Purchasing

AGREEMENT by and between ST. HEDWIG'S ROMAN CATHOLIC CHURCH AT FLORAL PARK IN THE COUNTY OF NASSAU IN THE STATE OF NEW YORK, (111635115) a religious corporation having its principal office at No. 1 Depan Avenue, Floral Park, New York hereinafter called the "Church", and the

TOWN OF HEMPSTEAD, a municipal corporation having its office in the Hempstead Town Hall, Town Hall Plaza, Main Street Hempstead, New York (hereinafter) called the "Town";

WITNESSETH:

WHEREAS, the Church is the owner of a Parish Hall which is Situated at the northwest corner of Jericho Turnpike and Willis Avenue in Floral Park, NY, and

WHEREAS, the Town Of Hempstead is desirous of using said Hall for the purpose of conducting a program for senior citizen on Monday and Wednesday of each week from 9:00 a.m. to 3:30 p.m. commencing January 1, 2017, and

WHEREAS, the Church is willing and desirous of providing the necessary space in said building for such purpose;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. The Church hereby grants permission to the Town to use the following:

- (a) auditorium on the first and second floors:
- (b) a small room on the third floor solely for the purpose of storing paper goods. This shall be an exclusive use for the entire term (not solely on Monday and Wednesday);
- (c) parking field solely for the purpose of parking motor vehicles which may be used or owned by the participants in the aforesaid program.

2. The Town represents that the aforesaid senior citizen program to be conducted by it under this permission will be duly authorized and approved by whatever public or governmental authorities have jurisdiction and shall be conducted in accordance with all laws, rules and regulations of said governmental body or authority having jurisdiction.

3. The time of the aforesaid use shall be limited to Monday and Wednesday of each and every week from 9:00 a.m. to 3:30 p.m. for the period commencing January 1, 2017, and ending December 31, 2017.

4. Either party hereto shall have the right to terminate this agreement upon ninety (90) days' written notice to the other. Such notice shall be sent by certified or registered mail and shall specify the effective termination date.

5. The Town shall not bring onto the premises any thing of object which shall be deemed hazardous or which in any way shall increase the fire insurance premium or other insurance carried by the Church or the subject premises.

6. The Town shall not place any posters, banners, signs or the like on any part of the premises without the consent and approval of the Pastor or the Church.



7. The Town also shall be permitted to use the folding chairs and tables located on the premises upon condition that the same are returned folded to the location where such chairs were piled prior to each Monday's or Wednesday's use of the aforesaid premises.

8. The Town after each day's use of the premises shall leave the entire premises in a neat and orderly condition and broom clean.

9. The Town will take proper, good and reasonable care of all portions of the building and premises owned by the Church in connection with the aforesaid use pursuant to this agreement, and at all times will have and will provide supervision of its personnel, visitors and guests in the conduct of the aforesaid program.

10. The Church shall not be liable for any loss or damage or injury to any personal property belonging to the Town or brought onto the premises for such program or to any of the personal property of any of its personnel, agents, servants visitors, employees or senior citizens or any other person or persons while on the aforesaid premises or in any way participating in the aforesaid program whether by being a participant, guest or invitee, irrespective of the circumstances under which or the manner in which such loss, damage or injury shall have occurred.

11. The Town will not assign this agreement or underlet or underlease any part of the subject premises or any part thereof, or occupy or permit or suffer the same to be occupied for any purpose deemed extra hazardous on account of fire or other hazards.

12. The Church shall cause the snow to be removed from the sidewalk and entrance to the building in a timely manner so as not to interfere with the seniors access to the scheduled program.

13. It is expressly understood that the Town shall not possess, request or require a key to the premises upon the responsibility of opening and closing of the building each day of the permitted use.

14. The parties agree that the fair and reasonable amount necessary to cover the normal carrying, maintenance and depreciation charges of the premises being used by the Town pursuant to this agreement is the sum of \$19,000.00 for the period January 1, 2017 through December 31, 2017. The Town agrees to pay the Church \$13,110.00 annually in quarterly installments when the facility is used, upon presentation of a valid claim form. The balance of \$5,890.00 shall be paid by Floral Park in quarterly Installments, upon presentation of a valid claim form.

In the event of a termination of this agreement pursuant to the provisions of paragraph "4" hereof, the final diem basis in the event that the termination occurs during any of said quarters.

15. The Church shall supply heat, water and electricity necessary for the use of the subject premises by the Town.

16. The Church shall designate which entrances shall be used by the Town to gain admittance to the subject premises.

17. The Town shall not keep, store or maintain any personal property in any part of the building, including the subject

portion except in such place or places as may be designated by the Church for such purpose, and the fact that the Church shall have designated any such place or portion shall not be construed to render the Church liable for any loss, damage or injury whatsoever of or to any property so kept, stored and maintained. It is expressly provided that the Church shall not be responsible for any damage or injury to any personal property belonging to the Town which is brought into or upon the subject premises or used in conducting the aforesaid program.

18. It is expressly understood that the Town is a self-insurer with respect to liability and property damage pursuant to the Insurance Law of the State of New York.

19. The Town and its personnel, agents, servants, visitors employees and senior citizens shall observe faithfully and comply strictly with all and any reasonable rules and regulations as the Church may from time to time establish. Notice of such rules and regulations shall be given to the Town in such manner as the Church may elect.

20. The number in attendance under the aforesaid program to be conducted by the Town shall not at any time exceed 225 in number or such lesser number as may be fixed by the Fire Marshall or other governmental agency or personnel having jurisdiction to determine number of occupants at any one given time.

21. It is expressly understood that all programs to be conducted by the Town under this permitted use shall be conducted inside the Parish Hall and no activity of any kind shall take place on the parking lot or outside of the Parish Hall.

22. It is expressly understood that the Church for its own use has complied with all governmental rules, ordinances, regulations and laws pertaining to its use of the subject premises. Should any use of such premises by the Town, require changes in order to comply with such government regulations, then and in such event the Town at its sole cost and expense will comply therewith provided the Church has first approved such change or changes. In the event that the Town fails to comply with such change or changes within a reasonable time, then in such event this agreement shall automatically terminate and the aforesaid stipend being paid hereunder shall be adjusted accordingly. In the event that the Church refuses to approve any such change or changes then this agreement shall automatically cease and terminate and again, the aforesaid stipend shall be adjusted accordingly.

23. It is expressly understood that the Town shall not do or cause any cooking to be done on the premises except the preparation of beverages. However, either hot or cold food may be delivered to the premises for consumption of such food on the premises.

24. It is expressly understood that during the use of the aforesaid premises by the Town it shall have nonexclusive use of the bathroom facilities.

APPROVED AS TO FORM  
Meredith E. Home  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/15/16

compliant w/ GML 103  
compliant w/ TOH Guidelines  
not subject to GML or Guidelines  
Director of Purchasing

Dated: 11/28/16

ST. HEDWIG'S ROMAN CATHOLIC CHURCH  
By: [Signature]  
Pastor, St. Hedwig's Church

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Supervisor  
Town Of Hempstead

Dated: 12/16/16

APPROVED

By: [Signature]  
Incorporated Village of Floral Park

[Signature]  
Deputy Commissioner  
Dept. Senior Management  
Date: \_\_\_\_\_

APPROVED  
By: [Signature] Date: 12/16/16  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

CASE NO.

RESOLUTION NO.

offered the following resolution and moved its adoption:

RESOLUTION APPROVING THE PLOT PLAN WITH TREE PRESERVATION REPORT FOR THE PROPERTY LOCATED ON THE NORTH / EAST SIDE OF ARDMORE PLACE, AND CLAXTON AVENUE, SECTION 63, BLOCK 211, P/O LOT 21 , IN BELLMORE FILED IN CONJUNCTION WITH BUILDING PERMIT APPLICATION NUMBER 201605358 TO REAPPORTION THE LOT TO CONSTRUCT A TWO STORY, SINGLE FAMILY DWELLING, PARCEL A

WHEREAS, WALTER GIGLIO, both owner and applicant, has submitted a building permit application to construct a one family dwelling in conjunction with a request to reapportion the property located on the North / East side of ARDMORE PLACE, and CLAXTON AVENUE, section 63, block 211, p/o lot 21 in BELLMORE and has been assigned building permit application number 201605358, dated April 6, 2016 by the Department of Buildings and;

WHEREAS, the Town of Hempstead Town Code section 86-9.B requires that the applicant for a building permit be the owner or when the applicant is other than the owner, an affidavit by the owner or the applicant must be provided indicating the proposed work is permitted by the owner and the applicant is authorized to make such application and;

WHEREAS, the Department of Buildings is diligent in verifying the owner is in fact applying for the building permit or when other than the owner makes said application, an affidavit as required by section 86-9.B of the Town Code is made part of the original filing and;

WHEREAS, the applicant has submitted both a plot plan of the subject property prepared by Elizabeth F. Bibla, dated August 3, 2016 and a tree preservation report prepared by Elizabeth F. Bibla, dated August 3, 2016 specifying the type, condition, and location of all trees on the property and designating those trees to be preserved as well as those trees to be removed, in conjunction with the aforementioned building permit application and;

WHEREAS, the owner of the subject property shall protect those trees shown on the tree legend as being preserved during construction, pursuant to Chapter 184-9 of the Town of Hempstead, Town code and;

WHEREAS, the owner shall replace any trees shown on the tree preservation report as being preserved, that are removed for any reason, with an equal or greater number of suitable trees and;

WHEREAS, the Department of Buildings has approved the subject plot plan with tree preservation report and;

WHEREAS, the Town Board finds it to be in the public interest to preserve the natural beauty and environmental contributions of healthy trees while allowing lawful building and development of privately owned property in the Town of Hempstead;

NOW, THEREFORE, BE IT

Item # 12

RESOLVED, that the plot plan with tree preservation report submitted by Case # 23288 Walter Giglio in conjunction with building permit application number 201605358 for

the property located on the North / East side of Ardmore Place and Claxton Avenue, section 63, block 211, p/o lot 21 in Bellmore, be and the same is hereby approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

offered the following resolution and moved its adoption:

RESOLUTION APPROVING THE PLOT PLAN WITH TREE PRESERVATION REPORT FOR THE PROPERTY LOCATED ON THE EAST SIDE OF CLAXTON AVENUE, 61 FEET SOUTH OF ARDMORE PLACE, SECTION 63, BLOCK 211, P/O LOT 21 , IN BELLMORE FILED IN CONJUNCTION WITH BUILDING PERMIT APPLICATION NUMBER 201605361 TO REAPPORTION THE LOT TO CONSTRUCT A TWO STORY, SINGLE FAMILY DWELLING, PARCEL B

WHEREAS, WALTER GIGLIO, both owner and applicant, has submitted a building permit application to construct a one family dwelling in conjunction with a request to reapportion the property located on the East side of CLAXTON AVENUE, 61 FEET SOUTH OF ARDMORE PLACE, section 63, block 211, p/o lot 21 in BELLMORE and has been assigned building permit application number 2016005361, dated April 6, 2016 by the Department of Buildings and;

WHEREAS, the Town of Hempstead Town Code section 86-9.B requires that the applicant for a building permit be the owner or when the applicant is other than the owner, an affidavit by the owner or the applicant must be provided indicating the proposed work is permitted by the owner and the applicant is authorized to make such application and;

WHEREAS, the Department of Buildings is diligent in verifying the owner is in fact applying for the building permit or when other than the owner makes said application, an affidavit as required by section 86-9.B of the Town Code is made part of the original filing and;

WHEREAS, the applicant has submitted both a plot plan of the subject property prepared by Elizabeth F. Bibla, dated August 3, 2016 and a tree preservation report prepared by Elizabeth F. Bibla, dated August 3, 2016 specifying the type, condition, and location of all trees on the property and designating those trees to be preserved as well as those trees to be removed, in conjunction with the aforementioned building permit application and;

WHEREAS, the owner of the subject property shall protect those trees shown on the tree legend as being preserved during construction, pursuant to Chapter 184-9 of the Town of Hempstead, Town code and;

WHEREAS, the owner shall replace any trees shown on the tree preservation report as being preserved, that are removed for any reason, with an equal or greater number of suitable trees and;

WHEREAS, the Department of Buildings has approved the subject plot plan with tree preservation report and;

WHEREAS, the Town Board finds it to be in the public interest to preserve the natural beauty and environmental contributions of healthy trees while allowing lawful building and development of privately owned property in the Town of Hempstead;

Item # 13

NOW, THEREFORE, BE IT

Case # 23288

RESOLVED, that the plot plan with tree preservation report submitted by Walter Giglio in conjunction with building permit application number 201605361 for the property located on the East side of Claxton Avenue, 61 feet South of Ardmore Place, section 63, block 211, p/o lot 21 in Bellmore, be and the same is hereby approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

Councilman \_\_\_\_\_ offered the following resolution and moved its adoption:

**RESOLUTION APPROVING AND ADOPTING GRANT AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND UNIONDALE EARLY CHILDHOOD CENTER, INC.**

**WHEREAS**, The Town of Hempstead Department of Planning and Economic Development (Hereinafter "Department") is a Department of the Town engaged in community development pursuant to General Municipal Law Article 15; and

**WHEREAS**, Department administers grants to assist in programs within the Town of Hempstead to benefit the residents of the Town; and

**WHEREAS**, Uniondale Early Childhood Center, Inc. (Hereinafter "Center") is a non-profit, organization licensed by the New York State Office of Children and Family Services working primarily in the Uniondale and surrounding communities by providing convenient, consistent child care services from Infant to pre-school age children of working families referred to Center by Nassau County; and

**WHEREAS**, Center is the owner of the premises located at 454 Jerusalem Avenue, Uniondale, N.Y. 1553 (Hereinafter "Facility") and utilizes Facility to develop and operate child care service programs for residents of the Uniondale community and surrounding communities; and

**WHEREAS**, Facility is in need of rehabilitation of conditions at Facility so that the child care programs and activities developed and operated by Center can be pursued; and

**WHEREAS**, such rehabilitation is an activity which is eligible for Community Block Grant Funding pursuant to 24 CFR 570.202(a)(4); and

**WHEREAS**, such rehabilitation of Facility will involve the purchase of materials to rehabilitate the Facility; and

**WHEREAS**, Center has requested that Town assist in addressing the cost of materials to be utilized for rehabilitation at its Facility; and

**WHEREAS**, Town is willing to assist Center with reimbursement for the cost of purchase of such materials up to Nine Thousand Five Hundred Dollars (\$9,500.00).

**WHEREAS**, Center has signed a Grant Agreement setting forth the terms of a Grant to Center from Town.

**NOW THEREFORE BE IT**

**RESOLVED**, the Grant Agreement signed by Uniondale Early Childhood Center, Inc. is hereby adopted; and

**BE IT FURTHER**

**RESOLVED**, the up to \$9,500.00 Grant described in the subject Grant Agreement shall be disbursed in accordance with the terms of the subject Grant Agreement; and

**BE IT FURTHER**

**RESOLVED**, the funds necessary to finance the up to \$9,500.00 Grant

Item # 14

Case # 26493

referred to herein shall be drawn from the appropriate Federal Community Block Grant funds for the appropriate Community Development Block Grant Year; and

**BE IT FURTHER**

**RESOLVED**, on the date that this Resolution becomes effective, the Supervisor is hereby authorized to execute the Grant Agreement, which was signed by Uniondale Early Childhood Center, Inc..

The foregoing Resolution was duly adopted upon roll call as follows:

Ayes:

Nayes:





**GRANT AGREEMENT** made this    day of                    , 2016

by and between the Town of Hempstead, a New York Municipal Corporation with offices located at 200 North Franklin Street Hempstead, N.Y. 11550 (Hereinafter “Town”) and Uniondale Early Childhood Center, Inc., a New York Not-for-Profit Corporation, with offices located at 454 Jerusalem Avenue, Uniondale, NY. 11553 (Hereinafter “Center”).

**WHEREAS**, The Town of Hempstead Department of Planning and Economic Development (Hereinafter “Department”) is a Department of the Town engaged in community development pursuant to General Municipal Law Article 15; and

**WHEREAS**, Department administers grants to assist in programs within the Town of Hempstead to benefit the residents of the Town; and

**WHEREAS**, Center is a non-profit, organization licensed by the New York State Office of Children and Family Services working primarily in the Uniondale and surrounding communities by providing convenient, consistent child care services from Infant to pre-school age children of working families referred to Center by Nassau County; and

**WHEREAS**, Center is the owner of the premises located at 454 Jerusalem Avenue, Uniondale, N.Y. 11553 (Hereinafter “Facility”) and utilizes Facility to develop and operate child care service programs for residents of the Uniondale community and surrounding communities; and

**WHEREAS**, Facility is in need of rehabilitation of conditions at Facility so that the child care programs and activities developed and operated by Center can be pursued; and

**WHEREAS**, such rehabilitation is an activity which is eligible for Community Block Grant Funding pursuant to 24 CFR 570.202(a)(4); and

**WHEREAS**, such rehabilitation of Facility will involve the purchase of materials to rehabilitate the Facility; and

**WHEREAS**, Center has requested that Town assist in addressing the cost of materials to be utilized for rehabilitation at its Facility; and

**WHEREAS**, Town is willing to assist Center with reimbursement for the cost of purchase of such materials up to Nine Thousand Five Hundred Dollars (\$9,500.00).

**NOW THEREFORE**, it is agreed between the parties as follows:

1. **Representations**: Center represents the following:

- (a) It is a New York Not-for-Profit Corporation exempt from tax engaged in developing and operating child care services for working families;
- (b) Participants in Center's programs are residents of the community of Uniondale and surrounding communities within the Town of Hempstead and are from low to moderate income households;
- (c) The rehabilitation of Facility is necessary to address conditions at Facility which impair Center's ability to operate its child care programs;
- (d) The materials purchased and to be reimbursed with the Grant funds are necessary for and will be utilized solely for the rehabilitation of the Facility;
- (e) The subject Grant funds will not replace or supplant federal or non-federal funds that have been appropriated for the purpose of the rehabilitation of Center's Facility.
- (f) A list of the required materials and costs is contained in Exhibit "A", annexed hereto;
- (g) It has been authorized by its Board of Directors to enter into this Agreement.

2. **GRANT**: The Town shall grant to Center the sum of up to Nine Thousand Five Hundred Dollars (\$9,500.00) Dollars to be utilized to reimburse the expenses related to purchasing the items set forth in Exhibit "A" annexed hereto.

3. **Proof of Use of Proceeds**: Center shall furnish to the Town, through Department, proper claims forms accompanied by copies of all receipts for materials listed in Exhibit "A" to be reimbursed with the Grant funds in furtherance of the rehabilitation of Facility mentioned herein.

4. **Drug Free Work-Place:** As a condition of this Grant, Center represents that it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the Grant.

5. **Compliance with 24 C.F.R. Part 85:** Center agrees that it will comply with the terms of 24 C.F.R. Part 85, which is annexed hereto, as Exhibit "B", the terms of which are incorporated by reference.

6. **Indemnification of Town:** Center agrees to indemnify and hold harmless, the Town, its officers, agents and employs from any and all liability arising from the purchase, installation and use of the materials which are the subject of this Grant Agreement, and from any act, actions or omissions of Center in the purchase, installation and use of the materials which are the subject of this Grant Agreement or in its performance by the terms of this Grant Agreement.

7. **Insurance:** Center agrees to maintain general liability insurance covering personal injury and property damage occurring at its Facility, and agrees to ensure that all workmen participating in the installation and maintenance of the materials which are the subject of this Grant Agreement will be covered by Workman's Compensation insurance.

8. **Waiver of Suit:** Center waives its right to institute legal action against the Town for the recovery of damages arising from the performance or nonperformance of any term or obligation contained in this Grant Agreement. Such waiver shall include, but not be limited to, legal proceedings, arbitration proceedings, and mediation proceedings including any claim, counterclaim, cross-claim, or impleader in such proceeding.

9. **Contingent on Town Board Approval:** Center acknowledges and agrees that the terms of this Grant Agreement shall not be binding upon the Town until duly adopted and approved by the Town of Hempstead Town Board.

10. **No Oral Modification:** This Grant Agreement may only be modified by a writing signed by all parties hereto.

11. **Merger:** All previous discussions and negotiations between the parties are incorporated and merge with this Grant Agreement.

12. **Use of Singular:** The use of a singular term shall be read as a plural term whenever the sense of this Grant Agreement implies it.

13. **Severability:** Should any paragraph contained within this Grant Agreement be deemed a violation of New York Law, such paragraph shall be severed and the remaining paragraphs shall stay in full force and effect.

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

TOWN OF HEMPSTEAD

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

ANTHONY J. SANTINO, SUPERVISOR

UNIONDALE EARLY CHILDHOOD CENTER, INC.

By: *Norman Brown*

NORMAN BROWN, TREASURER

~~APPROVED AS TO FORM~~  
~~CHIEF DEPUTY TOWN ATTORNEY~~  
DATE: 11/22/16

*Cheryl P...*  
12/21/16

APPROVED AS TO CONTENT

DATE: 11/21/16

*Katrina R. Brooks*

COUNSEL TO COMMISSIONER

DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED

By: *Kevin R. Conroy* Date: 11/30/16

4  
*Kevin R. Conroy* 12/21/16  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

**ACKNOWLEDGMENTS**

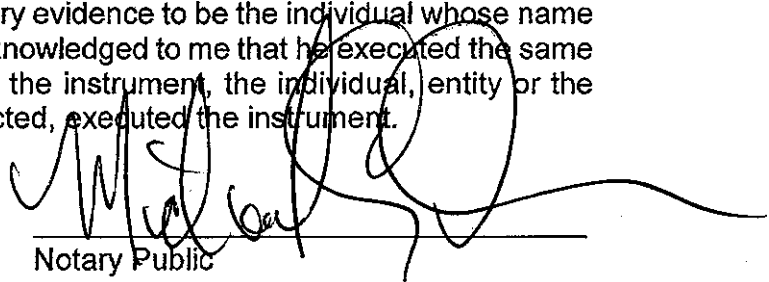
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared **ANTHONY J. SANTINO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, entity or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On the 17<sup>th</sup> day of November, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared **NORMAN BROWN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, entity or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**MICHAEL E DENTON**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01DE5079509**  
**Qualified in Nassau County**  
**My Commission Expires June 09, 2019**

**EXHIBIT "A"**

**EXHIBIT "A"**

<b>Materials required:</b>	<b>Approximate cost:</b>
25 Bands 1 ½ inch foam	\$ 900.00
30 Rolls of mesh Fiberglass Tape	\$3,000.00
60 gallons base coat	\$2,100.00
20 gallons finishing coat stucco	\$3,500.00
<b>Total:</b>	<b>\$9,500.00</b>

**EXHIBIT "B"**



# 24 CFR PART 85

## ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS

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### **Subpart A—General**

- § 85.1 Purpose and scope of this part.
- § 85.2 Scope of subpart.
- § 85.3 Definitions.
- § 85.4 Applicability.
- § 85.5 Effect on other issuances.
- § 85.6 Additions and exceptions.

### **Subpart B—Pre-Award Requirements**

- § 85.10 Forms for applying for grants.
- § 85.11 State plans.
- § 85.12 Special grant or subgrant conditions for “high-risk” grantees.

### **Subpart C—Post-Award Requirements**

#### **Financial Administration**

- § 85.20 Standards for financial management systems.
- § 85.21 Payment.
- § 85.22 Allowable costs.
- § 85.23 Period of availability of funds.
- § 85.24 Matching or cost sharing.
- § 85.25 Program income.
- § 85.26 Non-Federal audit.

#### **Changes, Property, and Subawards**

- § 85.30 Changes.
- § 85.31 Real property.
- § 85.32 Equipment.
- § 85.33 Supplies.
- § 85.34 Copyrights.
- § 85.35 Subawards to debarred and suspended parties.
- § 85.36 Procurement.
- § 85.37 Subgrants.

#### **Reports, Records, Retention, and Enforcement**

- § 85.40 Monitoring and reporting program performance.
- § 85.41 Financial reporting.
- § 85.42 Retention and access requirements for records.
- § 85.43 Enforcement.
- § 85.44 Termination for convenience.

### **Subpart D—After-the-Grant Requirements**

- § 85.50 Closeout.
- § 85.51 Later disallowances and adjustments.
- § 85.52 Collection of amounts due.

### **Subpart E—Entitlement [Reserved]**

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**Authority:** 42 U.S.C. 3535(d).

**Source:** 53 FR 8068, 8087, Mar. 11, 1988, unless otherwise noted.

Subpart A—General

## **§ 85.1 Purpose and scope of this part.**

This part establishes uniform administrative rules for Federal grants and cooperative agreements and subawards to State, local and Indian tribal governments.

## **§ 85.2 Scope of subpart.**

This subpart contains general rules pertaining to this part and procedures for control of exceptions from this part.

## **§ 85.3 Definitions.**

As used in this part:

**Accrued expenditures** mean the charges incurred by the grantee during a given period requiring the provision of funds for: (1) Goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors, and other payees; and (3) other amounts becoming owed under programs for which no current services or performance is required, such as annuities, insurance claims, and other benefit payments.

**Accrued income** means the sum of: (1) Earnings during a given period from services performed by the grantee and goods and other tangible property delivered to purchasers, and (2) amounts becoming owed to the grantee for which no current services or performance is required by the grantee.

**Acquisition cost** of an item of purchased equipment means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance, shall be included or excluded from the unit acquisition cost in accordance with the grantee's regular accounting practices.

**Administrative** requirements mean those matters common to grants in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from *programmatic* requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.

**Awarding agency** means (1) with respect to a grant, the Federal agency, and (2) with respect to a subgrant, the party that awarded the subgrant.

**Cash contributions** means the grantee's cash outlay, including the outlay of money contributed to the grantee or subgrantee by other public agencies and institutions, and private organizations and individuals. When authorized by Federal legislation, Federal funds received from other assistance agreements may be considered as grantee or subgrantee cash contributions.

**Contract** means (except as used in the definitions for *grant* and *subgrant* in this section and except where qualified by *Federal*) a procurement contract under a grant or subgrant, and means a procurement subcontract under a contract.

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**Cost sharing or matching** means the value of the third party in-kind contributions and the portion of the costs of a federally assisted project or program not borne by the Federal Government.

**Cost-type contract** means a contract or subcontract under a grant in which the contractor or subcontractor is paid on the basis of the costs it incurs, with or without a fee.

**Equipment** means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

**Expenditure report** means: (1) For non-construction grants, the SF-269 "Financial Status Report" (or other equivalent report); (2) for construction grants, the SF-271 "Outlay Report and Request for Reimbursement" (or other equivalent report).

**Federally recognized Indian tribal government** means the governing body or a governmental agency of any Indian tribe, band, nation, or other organized group or community (including any Native village as defined in section 3 of the Alaska Native Claims Settlement Act, 85 Stat 688) certified by the Secretary of the Interior as eligible for the special programs and services provided by him through the Bureau of Indian Affairs.

**Government** means a State or local government or a federally recognized Indian tribal government.

**Grant** means an award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the Federal Government to an eligible grantee. The term does not include technical assistance which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Also, the term does not include assistance, such as a fellowship or other lump sum award, which the grantee is not required to account for.

**Grantee** means the government to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

**Local government** means a county, municipality, city, town, township, local public authority (including any public and Indian housing agency under the United States Housing Act of 1937) school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.

**Obligations** means the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee during the same or a future period.

**OMB** means the United States Office of Management and Budget.

**Outlays** (expenditures) mean charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense

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incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase (or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors, and other payees, and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefit payments.

**Percentage of completion method** refers to a system under which payments are made for construction work according to the percentage of completion of the work, rather than to the grantee's cost incurred.

**Prior approval** means documentation evidencing consent prior to incurring specific cost.

**Real property** means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

**Share**, when referring to the awarding agency's portion of real property, equipment or supplies, means the same percentage as the awarding agency's portion of the acquiring party's total costs under the grant to which the acquisition costs under the grant to which the acquisition cost of the property was charged. Only costs are to be counted—not the value of third-party in-kind contributions.

**State** means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments. The term does not include any public and Indian housing agency under United States Housing Act of 1937.

**Subgrant** means an award of financial assistance in the form of money, or property in lieu of money, made under a grant by a grantee to an eligible subgrantee. The term includes financial assistance when provided by contractual legal agreement, but does not include procurement purchases, nor does it include any form of assistance which is excluded from the definition of **grant** in this part.

**Subgrantee** means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.

**Supplies** means all tangible personal property other than **equipment** as defined in this part.

**Suspension** means depending on the context, either (1) temporary withdrawal of the authority to obligate grant funds pending corrective action by the grantee or subgrantee or a decision to terminate the grant, or (2) an action taken by a suspending official in accordance with agency regulations implementing E.O. 12549 to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.

**Termination** means permanent withdrawal of the authority to obligate previously-awarded grant funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the grantee or subgrantee. **Termination** does not include: (1) Withdrawal of funds awarded on the basis of the grantee's underestimate of the unobligated balance in a prior

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period; (2) Withdrawal of the unobligated balance as of the expiration of a grant; (3) Refusal to extend a grant or award additional funds, to make a competing or non-competing continuation, renewal, extension, or supplemental award; or (4) voiding of a grant upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

**Terms of a grant or subgrant** mean all requirements of the grant or subgrant, whether in statute, regulations, or the award document.

**Third party in-kind contributions** mean property or services which benefit a federally assisted project or program and which are contributed by non-Federal third parties without charge to the grantee, or a cost-type contractor under the grant agreement.

**Unliquidated obligations** for reports prepared on a cash basis mean the amount of obligations incurred by the grantee that has not been paid. For reports prepared on an accrued expenditure basis, they represent the amount of obligations incurred by the grantee for which an outlay has not been recorded.

**Unobligated balance** means the portion of the funds authorized by the Federal agency that has not been obligated by the grantee and is determined by deducting the cumulative obligations from the cumulative funds authorized.

### § 85.4 Applicability.

(a) **General.** Subparts A—D of this part apply to all grants and subgrants to governments, except where inconsistent with Federal statutes or with regulations authorized in accordance with the exception provision of §85.6, or:

(1) Grants and subgrants to State and local institutions of higher education or State and local hospitals.

(2) The block grants authorized by the Omnibus Budget Reconciliation Act of 1981 (Community Services; Preventive Health and Health Services; Alcohol, Drug Abuse, and Mental Health Services; Maternal and Child Health Services; Social Services; Low-Income Home Energy Assistance; States' Program of Community Development Block Grants for Small Cities; and Elementary and Secondary Education other than programs administered by the Secretary of Education under title V, subtitle D, chapter 2, section 583—the Secretary's discretionary grant program) and titles I-III of the Job Training Partnership Act of 1982 and under the Public Health Services Act (section 1921), Alcohol and Drug Abuse Treatment and Rehabilitation Block Grant and part C of title V, Mental Health Service for the Homeless Block Grant).

(3) Entitlement grants to carry out the following programs of the Social Security Act:

(i) Aid to Needy Families with Dependent Children (title IV-A of the Act, not including the Work Incentive Program (WIN) authorized by section 402(a)19(G); HHS grants for WIN are subject to this part);

(ii) Child Support Enforcement and Establishment of Paternity (title IV-D of the Act);

(iii) Foster Care and Adoption Assistance (title IV-E of the Act);

(iv) Aid to the Aged, Blind, and Disabled (titles I, X, XIV, and XVI-AABD of the Act); and

(v) Medical Assistance (Medicaid) (title XIX of the Act) not including the State Medicaid Fraud Control program authorized by section 1903(a)(6)(B).

(4) Entitlement grants under the following programs of The National School Lunch Act:

(i) School Lunch (section 4 of the Act),

(ii) Commodity Assistance (section 6 of the Act),

(iii) Special Meal Assistance (section 11 of the Act),

(iv) Summer Food Service for Children (section 13 of the Act), and

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(v) Child Care Food Program (section 17 of the Act).

(5) Entitlement grants under the following programs of The Child Nutrition Act of 1966:

(i) ~~Special Milk (section 3 of the Act), and~~

(ii) School Breakfast (section 4 of the Act).

(6) Entitlement grants for State Administrative expenses under The Food Stamp Act of 1977 (section 16 of the Act).

(7) A grant for an experimental, pilot, or demonstration project that is also supported by a grant listed in paragraph (a)(3) of this section;

(8) Grant funds awarded under subsection 412(e) of the Immigration and Nationality Act (8 U.S.C. 1522(e)) and subsection 501(a) of the Refugee Education Assistance Act of 1980 (Pub. L. 96-422, 94 Stat. 1809), for cash assistance, medical assistance, and supplemental security income benefits to refugees and entrants and the administrative costs of providing the assistance and benefits;

(9) Grants to local education agencies under 20 U.S.C. 236 through 241-1(a), and 242 through 244 (portions of the Impact Aid program), except for 20 U.S.C. 238(d)(2)(c) and 240(f) (Entitlement Increase for Handicapped Children); and

(10) Payments under the Veterans Administration's State Home Per Diem Program (38 U.S.C. 641(a)).

(b) **Entitlement programs.** Entitlement programs enumerated above in §85.4(a) (3) through (8) are subject to subpart E.

### **§ 85.5 Effect on other issuances.**

All other grants administration provisions of codified program regulations, program manuals, handbooks and other non-regulatory materials which are inconsistent with this part are superseded, except to the extent they are required by statute, or authorized in accordance with the exception provision in §85.6.

### **§ 85.6 Additions and exceptions.**

(a) For classes of grants and grantees subject to this part, Federal agencies may not impose additional administrative requirements except in codified regulations published in the Federal Register.

(b) Exceptions for classes of grants or grantees may be authorized only by OMB.

(c) Exceptions on a case-by-case basis and for subgrantees may be authorized by the affected Federal agencies.

### **Subpart B—Pre-Award Requirements**

#### **§ 85.10 Forms for applying for grants.**

(a) **Scope.**

(1) This section prescribes forms and instructions to be used by governmental organizations (except hospitals and institutions of higher education operated by a government) in applying for grants. This section is not applicable, however, to formula grant programs which do not require applicants to apply for funds on a project basis.

(2) This section applies only to applications to Federal agencies for grants, and is not required to be applied by grantees in dealing with applicants for subgrants. However, grantees are encouraged to avoid more detailed or burdensome application requirements for subgrants.

(b) **Authorized forms and instructions for governmental organizations.**

(1) In applying for grants, applicants shall only use standard application forms or those prescribed by the granting agency with the approval of OMB under the Paperwork Reduction Act of 1980.

(2) Applicants are not required to submit more than the original and two copies of preapplications or applications.

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(3) Applicants must follow all applicable instructions that bear OMB clearance numbers. Federal agencies may specify and describe the programs, functions, or activities that will be used to plan, budget, and evaluate the work under a grant. Other supplementary instructions may be issued only with the approval of OMB to the extent required under the Paperwork Reduction Act of 1980. For any standard form, except the SF-424 facesheet, Federal agencies may shade out or instruct the applicant to disregard any line item that is not needed.

(4) When a grantee applies for additional funding (such as a continuation or supplemental award) or amends a previously submitted application, only the affected pages need be submitted. Previously submitted pages with information that is still current need not be resubmitted.

### **§ 85.11 State plans.**

(a) **Scope.** The statutes for some programs require States to submit plans before receiving grants. Under regulations implementing Executive Order 12372, "Intergovernmental Review of Federal Programs," States are allowed to simplify, consolidate and substitute plans. This section contains additional provisions for plans that are subject to regulations implementing the Executive order.

(b) **Requirements.** A State need meet only Federal administrative or programmatic requirements for a plan that are in statutes or codified regulations.

(c) **Assurances.** In each plan the State will include an assurance that the State shall comply with all applicable Federal statutes and regulations in effect with respect to the periods for which it receives grant funding. For this assurance and other assurances required in the plan, the State may:

(1) Cite by number the statutory or regulatory provisions requiring the assurances and affirm that it gives the assurances required by those provisions,

(2) Repeat the assurance language in the statutes or regulations, or

(3) Develop its own language to the extent permitted by law.

(d) **Amendments.** A State will amend a plan whenever necessary to reflect:

(1) New or revised Federal statutes or regulations or;

(2) A material change in any State law, organization, policy, or State agency operation. The State will obtain approval for the amendment and its effective date but need submit for approval only the amended portions of the plan.

### **§ 85.12 Special grant or subgrant conditions for "high-risk" grantees.**

(a) A grantee or subgrantee may be considered **high risk** if an awarding agency determines that a grantee or subgrantee:

(1) Has a history of unsatisfactory performance, or

(2) Is not financially stable, or

(3) Has a management system which does not meet the management standards set forth in this part, or

(4) Has not conformed to terms and conditions of previous awards, or

(5) Is otherwise not responsible; and if the awarding agency determines that an award will be made, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

(b) Special conditions or restrictions may include:

(1) Payment on a reimbursement basis;

(2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;

(3) Requiring additional, more detailed financial reports;

(4) Additional project monitoring;

(5) Requiring the grantee or subgrantee to obtain technical or management assistance; or

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- (6) Establishing additional prior approvals.
- (c) If an awarding agency decides to impose such conditions, the awarding official will notify the grantee or subgrantee as early as possible, in writing, of:
  - (1) The nature of the special conditions/restrictions;
  - (2) The reason(s) for imposing them;
  - (3) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions and
  - (4) The method of requesting reconsideration of the conditions/restrictions imposed.

### **Subpart C—Post-Award Requirements**

#### **Financial Administration**

##### **§ 85.20 Standards for financial management systems.**

- (a) A State must expand and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its subgrantees and cost-type contractors, must be sufficient to—
  - (1) Permit preparation of reports required by this part and the statutes authorizing the grant, and
  - (2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.
- (b) The financial management systems of other grantees and subgrantees must meet the following standards:
  - (1) **Financial reporting.** Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant or subgrant.
  - (2) **Accounting records.** Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
  - (3) **Internal control.** Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property, and other assets. Grantees and subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
  - (4) **Budget control.** Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or subgrant agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
  - (5) **Allowable cost.** Applicable OMB cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.
  - (6) **Source documentation.** Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.
  - (7) **Cash management.** Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by grantees and subgrantees must be followed whenever advance payment procedures are used. Grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. When advances are made by letter-of-credit or electronic transfer of funds methods, the grantee must make drawdowns as close as possible to the time of making disbursements. Grantees must monitor cash drawdowns by their



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subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees.

(c) An awarding agency may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

### § 85.21 Payment.

(a) **Scope.** This section prescribes the basic standard and the methods under which a Federal agency will make payments to grantees, and grantees will make payments to subgrantees and contractors.

(b) **Basic standard.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasury regulations at 31 CFR part 205.

(c) **Advances.** Grantees and subgrantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee.

(d) **Reimbursement.** Reimbursement shall be the preferred method when the requirements in paragraph (c) of this section are not met. Grantees and subgrantees may also be paid by reimbursement for any construction grant. Except as otherwise specified in regulation, Federal agencies shall not use the percentage of completion method to pay construction grants. The grantee or subgrantee may use that method to pay its construction contractor, and if it does, the awarding agency's payments to the grantee or subgrantee will be based on the grantee's or subgrantee's actual rate of disbursement.

(e) **Working capital advances.** If a grantee cannot meet the criteria for advance payments described in paragraph (c) of this section, and the Federal agency has determined that reimbursement is not feasible because the grantee lacks sufficient working capital, the awarding agency may provide cash or a working capital advance basis. Under this procedure the awarding agency shall advance cash to the grantee to cover its estimated disbursement needs for an initial period generally geared to the grantee's disbursing cycle. Thereafter, the awarding agency shall reimburse the grantee for its actual cash disbursements. The working capital advance method of payment shall not be used by grantees or subgrantees if the reason for using such method is the unwillingness or inability of the grantee to provide timely advances to the subgrantee to meet the subgrantee's actual cash disbursements.

(f) **Effect of program income, refunds, and audit recoveries on payment.**

(1) Grantees and subgrantees shall disburse repayments to and interest earned on a revolving fund before requesting additional cash payments for the same activity.

(2) Except as provided in paragraph (f)(1) of this section, grantees and subgrantees shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

(g) **Withholding payments.**

(1) Unless otherwise required by Federal statute, awarding agencies shall not withhold payments for proper charges incurred by grantees or subgrantees unless—

(i) The grantee or subgrantee has failed to comply with grant award conditions or

(ii) The grantee or subgrantee is indebted to the United States.

(2) Cash withheld for failure to comply with grant award condition, but without suspension of the grant, shall be released to the grantee upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with §85.43(c).

(3) A Federal agency shall not make payment to grantees for amounts that are withheld by grantees or subgrantees from payment to contractors to assure satisfactory completion of work. Payments shall be made by the Federal agency when the grantees or subgrantees actually

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disburse the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(h) **Cash depositories.**

(1) Consistent with the national goal of expanding the opportunities for minority business enterprises, grantees and subgrantees are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, DC 20230.

(2) A grantee or subgrantee shall maintain a separate bank account only when required by Federal-State agreement.

(i) **Interest earned on advances.** Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 *et seq.*) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or subgrantee may keep interest amounts up to \$100 per year for administrative expenses.

### § 85.22 Allowable costs.

(a) **Limitation on use of funds.** Grant funds may be used only for:

(1) The allowable costs of the grantees, subgrantees and cost-type contractors, including allowable costs in the form of payments to fixed-price contractors; and

(2) Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the grantee or subgrantee.

(b) **Applicable cost principles.** For each kind of organization, there is a set of Federal principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The following chart lists the kinds of organizations and the applicable cost principles.

### § 85.23 Period of availability of funds.

(a) **General.** Where a funding period is specified, a grantee may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

(b) **Liquidation of obligations.** A grantee must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period (or as specified in a program regulation) to coincide with the submission of the annual Financial Status Report (SF-269). The Federal agency may extend this deadline at the request of the grantee.

### § 85.24 Matching or cost sharing.

(a) **Basic rule: Costs and contributions acceptable.** With the qualifications and exceptions listed in paragraph (b) of this section, a matching or cost sharing requirement may be satisfied by either or both of the following:

(1) Allowable costs incurred by the grantee, subgrantee or a cost-type contractor under the assistance agreement. This includes allowable costs borne by non-Federal grants or by others cash donations from non-Federal third parties.

(2) The value of third party in-kind contributions applicable to the period to which the cost sharing or matching requirements applies.

(b) **Qualifications and exceptions—**

(1) **Costs borne by other Federal grant agreements.** Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant.

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This prohibition does not apply to income earned by a grantee or subgrantee from a contract awarded under another Federal grant.

(2) **General revenue sharing.** For the purpose of this section, general revenue sharing funds distributed under 31 U.S.C. 6702 are not considered Federal grant funds.

(3) **Cost or contributions counted towards other Federal costs-sharing requirements.** Neither costs nor the values of third party in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds.

(4) **Costs financed by program income.** Costs financed by program income, as defined in §85.25, shall not count towards satisfying a cost sharing or matching requirement unless they are expressly permitted in the terms of the assistance agreement. (This use of general program income is described in §85.25(g).)

(5) **Services or property financed by income earned by contractors.** Contractors under a grant may earn income from the activities carried out under the contract in addition to the amounts earned from the party awarding the contract. No costs of services or property supported by this income may count toward satisfying a cost sharing or matching requirement unless other provisions of the grant agreement expressly permit this kind of income to be used to meet the requirement.

(6) **Records.** Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability of regular personnel costs.

(7) **Special standards for third party in-kind contributions.**

(i) Third party in-kind contributions count towards satisfying a cost sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs.

(ii) Some third party in-kind contributions are goods and services that, if the grantee, subgrantee, or contractor receiving the contribution had to pay for them, the payments would have been an indirect costs. Costs sharing or matching credit for such contributions shall be given only if the grantee, subgrantee, or contractor has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of the contributions.

(iii) A third party in-kind contribution to a fixed-price contract may count towards satisfying a cost sharing or matching requirement only if it results in:

- (A) An increase in the services or property provided under the contract (without additional cost to the grantee or subgrantee) or
- (B) A cost savings to the grantee or subgrantee.

(iv) The values placed on third party in-kind contributions for cost sharing or matching purposes will conform to the rules in the succeeding sections of this part. If a third party in-kind contribution is a type not treated in those sections, the value placed upon it shall be fair and reasonable.

(c) **Valuation of donated services—**

(1) **Volunteer services.** Unpaid services provided to a grantee or subgrantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the grantee's or subgrantee's organization. If the grantee or subgrantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.

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(2) **Employees of other organizations.** When an employer other than a grantee, subgrantee, or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. If the services are in a different line of work, paragraph (c)(1) of this section applies.

(d) **Valuation of third party donated supplies and loaned equipment or space.**

(1) If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation.

(2) If a third party donates the use of equipment or space in a building but retains title, the contribution will be valued at the fair rental rate of the equipment or space.

(e) **Valuation of third party donated equipment, buildings, and land.** If a third party donates equipment, buildings, or land, and title passes to a grantee or subgrantee, the treatment of the donated property will depend upon the purpose of the grant or subgrant, as follows:

(1) **Awards for capital expenditures.** If the purpose of the grant or subgrant is to assist the grantee or subgrantee in the acquisition of property, the market value of that property at the time of donation may be counted as cost sharing or matching.

(2) **Other awards.** If assisting in the acquisition of property is not the purpose of the grant or subgrant, paragraphs (e)(2) (i) and (ii) of this section apply:

(i) If approval is obtained from the awarding agency, the market value at the time of donation of the donated equipment or buildings and the fair rental rate of the donated land may be counted as cost sharing or matching. In the case of a subgrant, the terms of the grant agreement may require that the approval be obtained from the Federal agency as well as the grantee. In all cases, the approval may be given only if a purchase of the equipment or rental of the land would be approved as an allowable direct cost. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost-sharing or matching.

(ii) If approval is not obtained under paragraph (e)(2)(i) of this section, no amount may be counted for donated land, and only depreciation or use allowances may be counted for donated equipment and buildings. The depreciation or use allowances for this property are not treated as third party in-kind contributions. Instead, they are treated as costs incurred by the grantee or subgrantee. They are computed and allocated (usually as indirect costs) in accordance with the cost principles specified in §85.22, in the same way as depreciation or use allowances for purchased equipment and buildings. The amount of depreciation or use allowances for donated equipment and buildings is based on the property's market value at the time it was donated.

(f) **Valuation of grantee or subgrantee donated real property for construction/acquisition.**

If a grantee or subgrantee donates real property for a construction or facilities acquisition project, the current market value of that property may be counted as cost sharing or matching. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost sharing or matching.

(g) **Appraisal of real property.** In some cases under paragraphs (d), (e) and (f) of this section, it will be necessary to establish the market value of land or a building or the fair rental rate of land or of space in a building. In these cases, the Federal agency may require the market value or fair rental value be set by an independent appraiser, and that the value or rate be certified by the grantee. This requirement will also be imposed by the grantee on subgrantees.

### § 85.25 Program income.

(a) **General.** Grantees are encouraged to earn income to defray program costs. Program income includes income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under a grant agreement, and from payments of principal and interest on loans made with grant

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funds. Except as otherwise provided in regulations of the Federal agency, program income does not include interest on grant funds, rebates, credits, discounts, refunds, etc. and interest earned on any of them.

(b) **Definition of program income.** Program income means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. **During the grant period** is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

(c) **Cost of generating program income.** If authorized by Federal regulations or the grant agreement, costs incident to the generation of program income may be deducted from gross income to determine program income.

(d) **Governmental revenues.** Taxes, special assessments, levies, fines, and other such revenues raised by a grantee or subgrantee are not program income unless the revenues are specifically identified in the grant agreement or Federal agency regulations as program income.

(e) **Royalties.** Income from royalties and license fees for copyrighted material, patents, and inventions developed by a grantee or subgrantee is program income only if the revenues are specifically identified in the grant agreement or Federal agency regulations as program income. (See §85.34.)

(f) **Property.** Proceeds from the sale of real property or equipment will be handled in accordance with the requirements of §§85.31 and 85.32.

(g) **Use of program income.** Program income shall be deducted from outlays which may be both Federal and non-Federal as described below, unless the Federal agency regulations or the grant agreement specify another alternative (or a combination of the alternatives). In specifying alternatives, the Federal agency may distinguish between income earned by the grantee and income earned by subgrantees and between the sources, kinds, or amounts of income. When Federal agencies authorize the alternatives in paragraphs (g) (2) and (3) of this section, program income in excess of any limits stipulated shall also be deducted from outlays.

(1) **Deduction.** Ordinarily program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless the Federal agency authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the Federal agency and grantee contributions rather than to increase the funds committed to the project.

(2) **Addition.** When authorized, program income may be added to the funds committed to the grant agreement by the Federal agency and the grantee. The program income shall be used for the purposes and under the conditions of the grant agreement.

(3) **Cost sharing or matching.** When authorized, program income may be used to meet the cost sharing or matching requirement of the grant agreement. The amount of the Federal grant award remains the same.

(h) **Income after the award period.** There are no Federal requirements governing the disposition of program income earned after the end of the award period (i.e., until the ending date of the final financial report, see paragraph (a) of this section), unless the terms of the agreement or the Federal agency regulations provide otherwise.

### § 85.26 Non-Federal audit.

(a) **Basic rule.** Grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and revised OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations.” The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

(b) **Subgrantees.** State or local governments, as those terms are defined for purposes of the Single Audit Act Amendments of 1996, that provide Federal awards to a subgrantee which

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expends \$300,000 or more (or other amount as specified by OMB) in Federal awards in a fiscal year, shall:

- (1) Determine whether State or local subgrantees have met the audit requirements of the Act and whether subgrantees covered by OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," have met the audit requirements of the Act. Commercial contractors (private for-profit and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. State and local governments should use their own procedures to ensure that the contractor has complied with laws and regulations affecting the expenditure of Federal funds;
  - (2) Determine whether the subgrantee spent Federal assistance funds provided in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the subgrantee made in accordance with the Act, Circular A-133 (as set forth in 24 CFR part 45), or through other means (e.g., program reviews) if the subgrantee has not had such an audit;
  - (3) Ensure that appropriate corrective action is taken within six months after receipt of the audit report in instance of noncompliance with Federal laws and regulations;
  - (4) Consider whether subgrantee audits necessitate adjustment of the grantee's own records; and
  - (5) Require each subgrantee to permit independent auditors to have access to the records and financial statements.
- (c) **Auditor selection.** In arranging for audit services, §85.36 shall be followed. [53 FR 8068, 8087, Mar. 11, 1988, as amended at 57 FR 33255, July 27, 1992; 62 FR 61617, Nov. 18, 1997]

### Changes, Property, and Subawards

#### § 85.30 Changes.

(a) **General.** Grantees and subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, unless waived by the awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the awarding agency.

(b) **Relation to cost principles.** The applicable cost principles (see §85.22) contain requirements for prior approval of certain types of costs. Except where waived, those requirements apply to all grants and subgrants even if paragraphs (c) through (f) of this section do not.

(c) **Budget changes—**

(1) **Nonconstruction projects.** Except as stated in other regulations or an award document, grantees or subgrantees shall obtain the prior approval of the awarding agency whenever any of the following changes is anticipated under a nonconstruction award:

- (i) Any revision which would result in the need for additional funding.
- (ii) Unless waived by the awarding agency, cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- (iii) Transfer of funds allotted for training allowances (i.e., from direct payments to trainees to other expense categories).

(2) **Construction projects.** Grantees and subgrantees shall obtain prior written approval for any budget revision which would result in the need for additional funds.

(3) **Combined construction and non-construction projects.** When a grant or subgrant provides funding for both construction and non-construction activities, the grantee or subgrantee must obtain prior written approval from the awarding agency before making any fund or budget transfer from non-construction to construction or vice versa.

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(d) **Programmatic changes.** Grantees or subgrantees must obtain the prior approval of the awarding agency whenever any of the following actions is anticipated:

(1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).

(2) Need to extend the period of availability of funds.

(3) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.

(4) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities which are central to the purposes of the award. This approval requirement is in addition to the approval requirements of §85.36 but does not apply to the procurement of equipment, supplies, and general support services.

(e) **Additional prior approval requirements.** The awarding agency may not require prior approval for any budget revision which is not described in paragraph (c) of this section.

(f) **Requesting prior approval.**

(1) A request for prior approval of any budget revision will be in the same budget format the grantee used in its application and shall be accompanied by a narrative justification for the proposed revision.

(2) A request for a prior approval under the applicable Federal cost principles (see §85.22) may be made by letter.

(3) A request by a subgrantee for prior approval will be addressed in writing to the grantee. The grantee will promptly review such request and shall approve or disapprove the request in writing. A grantee will not approve any budget or project revision which is inconsistent with the purpose or terms and conditions of the Federal grant to the grantee. If the revision, requested by the subgrantee would result in a change to the grantee's approved project which requires Federal prior approval, the grantee will obtain the Federal agency's approval before approving the subgrantee's request.

### § 85.31 Real property.

(a) **Title.** Subject to the obligations and conditions set forth in this section, title to real property acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.

(b) **Use.** Except as otherwise provided by Federal statutes, real property will be used for the originally authorized purposes as long as needed for that purposes, and the grantee or subgrantee shall not dispose of or encumber its title or other interests.

(c) **Disposition.** When real property is no longer needed for the originally authorized purpose, the grantee or subgrantee will request disposition instructions from the awarding agency. The instructions will provide for one of the following alternatives:

(1) **Retention of title.** Retain title after compensating the awarding agency. The amount paid to the awarding agency will be computed by applying the awarding agency's percentage of participation in the cost of the original purchase to the fair market value of the property. However, in those situations where a grantee or subgrantee is disposing of real property acquired with grant funds and acquiring replacement real property under the same program, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) **Sale of property.** Sell the property and compensate the awarding agency. The amount due to the awarding agency will be calculated by applying the awarding agency's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When a grantee or

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subgrantee is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) **Transfer of title.** Transfer title to the awarding agency or to a third-party designated/approved by the awarding agency. The grantee or subgrantee shall be paid an amount calculated by applying the grantee or subgrantee's percentage of participation in the purchase of the real property to the current fair market value of the property.

### § 85.32 Equipment.

(a) **Title.** Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.

(b) **States.** A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.

#### (c) **Use.**

(1) Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §85.25(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) **Management requirements.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) **Disposition.** When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:



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(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

(f) **Federal equipment.** In the event a grantee or subgrantee is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or subgrantee will request disposition instructions from the Federal agency.

(g) **Right to transfer title.** The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow §85.32(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

### § 85.33 Supplies.

(a) **Title.** Title to supplies acquired under a grant or subgrant will vest, upon acquisition, in the grantee or subgrantee respectively.

(b) **Disposition.** If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share.

### § 85.34 Copyrights.

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

### § 85.35 Subawards to debarred and suspended parties.

Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

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### § 85.36 Procurement.

(a) **States.** When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

#### (b) **Procurement standards.**

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.

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Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

### (c) **Competition.**

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a **brand name** product instead of allowing **an equal** product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

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- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a **brand name or equal** description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
- (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) **Methods of procurement to be followed.**

(1) Procurement by **small purchase procedures**. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by **sealed bids** (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in §85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively and for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

- (A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
- (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.

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(3) Procurement by **competitive proposals**. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- (ii) Proposals will be solicited from an adequate number of qualified sources;
- (iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by **noncompetitive proposals** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
  - (A) The item is available only from a single source;
  - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - (C) The awarding agency authorizes noncompetitive proposals; or
  - (D) After solicitation of a number of sources, competition is determined inadequate.
- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- (iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) **Contracting with small and minority firms, women's business enterprise and labor surplus area firms.**

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

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- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

**(f) Contract cost and price.**

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see §85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

**(g) Awarding agency review.**

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

- (i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

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(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) **A bid guarantee from each bidder equivalent to five percent of the bid price.** The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) **A performance bond on the part of the contractor for 100 percent of the contract price.** A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) **A payment bond on the part of the contractor for 100 percent of the contract price.** A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) **Contract provisions.** A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

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- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]

### § 85.37 Subgrants.

- (a) **States.** States shall follow state law and procedures when awarding and administering subgrants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. States shall:
  - (1) Ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations;
  - (2) Ensure that subgrantees are aware of requirements imposed upon them by Federal statute and regulation;
  - (3) Ensure that a provision for compliance with §85.42 is placed in every cost reimbursement subgrant; and
  - (4) Conform any advances of grant funds to subgrantees substantially to the same standards of timing and amount that apply to cash advances by Federal agencies.
- (b) **All other grantees.** All other grantees shall follow the provisions of this part which are applicable to awarding agencies when awarding and administering subgrants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. Grantees shall:
  - (1) Ensure that every subgrant includes a provision for compliance with this part;
  - (2) Ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations; and
  - (3) Ensure that subgrantees are aware of requirements imposed upon them by Federal statutes and regulations.
- (c) **Exceptions.** By their own terms, certain provisions of this part do not apply to the award and administration of subgrants:
  - (1) Section 85.10;
  - (2) Section 85.11;
  - (3) The letter-of-credit procedures specified in Treasury Regulations at 31 CFR part 205, cited in §85.21; and



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(4) Section 85.50.

## Reports, Records, Retention, and Enforcement

### § 85.40 Monitoring and reporting program performance.

(a) **Monitoring by grantees.** Grantees are responsible for managing the day-to-day operations of grant and subgrant supported activities. Grantees must monitor grant and subgrant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.

(b) **Non-construction performance reports.** The Federal agency may, if it decides that performance information available from subsequent applications contains sufficient information to meet its programmatic needs, require the grantee to submit a performance report only upon expiration or termination of grant support. Unless waived by the Federal agency this report will be due on the same date as the final Financial Status Report.

(1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a justified request is submitted by a grantee, the Federal agency may extend the due date for any performance report. Additionally, requirements for unnecessary performance reports may be waived by the Federal agency.

(2) Performance reports will contain, for each grant, brief information on the following:

(i) A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful.

(ii) The reasons for slippage if established objectives were not met.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(3) Grantees will not be required to submit more than the original and two copies of performance reports.

(4) Grantees will adhere to the standards in this section in prescribing performance reporting requirements for subgrantees.

(c) **Construction performance reports.** For the most part, on-site technical inspections and certified percentage-of-completion data are relied on heavily by Federal agencies to monitor progress under construction grants and subgrants. The Federal agency will require additional formal performance reports only when considered necessary, and never more frequently than quarterly.

(d) **Significant developments.** Events may occur between the scheduled performance reporting dates which have significant impact upon the grant or subgrant supported activity. In such cases, the grantee must inform the Federal agency as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

(e) Federal agencies may make site visits as warranted by program needs.

(f) **Waivers, extensions.**

(1) Federal agencies may waive any performance report required by this part if not needed.

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(2) The grantee may waive any performance report from a subgrantee when not needed. The grantee may extend the due date for any performance report from a subgrantee if the grantee will still be able to meet its performance reporting obligations to the Federal agency.

### § 85.41 Financial reporting.

#### (a) **General.**

(1) Except as provided in paragraphs (a) (2) and (5) of this section, grantees will use only the forms specified in paragraphs (a) through (e) of this section, and such supplementary or other forms as may from time to time be authorized by OMB, for:

- (i) Submitting financial reports to Federal agencies, or
- (ii) Requesting advances or reimbursements when letters of credit are not used.

(2) Grantees need not apply the forms prescribed in this section in dealing with their subgrantees. However, grantees shall not impose more burdensome requirements on subgrantees.

(3) Grantees shall follow all applicable standard and supplemental Federal agency instructions approved by OMB to the extent required under the Paperwork Reduction Act of 1980 for use in connection with forms specified in paragraphs (b) through (e) of this section. Federal agencies may issue substantive supplementary instructions only with the approval of OMB. Federal agencies may shade out or instruct the grantee to disregard any line item that the Federal agency finds unnecessary for its decision-making purposes.

(4) Grantees will not be required to submit more than the original and two copies of forms required under this part.

(5) Federal agencies may provide computer outputs to grantees to expedite or contribute to the accuracy of reporting. Federal agencies may accept the required information from grantees in machine usable format or computer printouts instead of prescribed forms.

(6) Federal agencies may waive any report required by this section if not needed.

(7) Federal agencies may extend the due date of any financial report upon receiving a justified request from a grantee.

#### (b) **Financial Status Report—**

(1) **Form.** Grantees will use Standard Form 269 or 269A, Financial Status Report, to report the status of funds for all non-construction grants and for construction grants when required in accordance with §85.41(e)(2)(iii) of this section.

(2) **Accounting basis.** Each grantee will report program outlays and program income on a cash or accrual basis as prescribed by the awarding agency. If the Federal agency requires accrual information and the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system but shall develop such accrual information through an analysis of the documentation on hand.

(3) **Frequency.** The Federal agency may prescribe the frequency of the report for each project or program. However, the report will not be required more frequently than quarterly. If the Federal agency does not specify the frequency of the report, it will be submitted annually. A final report will be required upon expiration or termination of grant support.

(4) **Due date.** When reports are required on a quarterly or semiannual basis, they will be due 30 days after the reporting period. When required on an annual basis, they will be due 90 days after the grant year. Final reports will be due 90 days after the expiration or termination of grant support.

#### (c) **Federal Cash Transactions Report—**

##### (1) **Form.**

- (i) For grants paid by letter or credit, Treasury check advances or electronic transfer of funds, the grantee will submit the Standard Form 272, Federal Cash Transactions

## 24 CFR PART 85

Report, and when necessary, its continuation sheet, Standard Form 272a, unless the terms of the award exempt the grantee from this requirement.

(ii) These reports will be used by the Federal agency to monitor cash advanced to grantees and to obtain disbursement or outlay information for each grant from grantees. The format of the report may be adapted as appropriate when reporting is to be accomplished with the assistance of automatic data processing equipment provided that the information to be submitted is not changed in substance.

(2) **Forecasts of Federal cash requirements.** Forecasts of Federal cash requirements may be required in the "Remarks" section of the report.

(3) **Cash in hands of subgrantees.** When considered necessary and feasible by the Federal agency, grantees may be required to report the amount of cash advances in excess of three days' needs in the hands of their subgrantees or contractors and to provide short narrative explanations of actions taken by the grantee to reduce the excess balances.

(4) **Frequency and due date.** Grantees must submit the report no later than 15 working days following the end of each quarter. However, where an advance either by letter of credit or electronic transfer of funds is authorized at an annualized rate of one million dollars or more, the Federal agency may require the report to be submitted within 15 working days following the end of each month.

(d) **Request for advance or reimbursement—**

(1) **Advance payments.** Requests for Treasury check advance payments will be submitted on Standard Form 270, Request for Advance or Reimbursement. (This form will not be used for drawdowns under a letter of credit, electronic funds transfer or when Treasury check advance payments are made to the grantee automatically on a predetermined basis.)

(2) **Reimbursements.** Requests for reimbursement under non-construction grants will also be submitted on Standard Form 270. (For reimbursement requests under construction grants, see paragraph (e)(1) of this section.)

(3) The frequency for submitting payment requests is treated in §85.41(b)(3).

(e) **Outlay report and request for reimbursement for construction programs—**

(1) **Grants that support construction activities paid by reimbursement method.**

(i) Requesters for reimbursement under construction grants will be submitted on Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs. Federal agencies may, however, prescribe the Request for Advance or Reimbursement form, specified in §85.41(d), instead of this form.

(ii) The frequency for submitting reimbursement requests is treated in §85.41(b)(3).

(2) **Grants that support construction activities paid by letter of credit, electronic funds transfer or Treasury check advance.**

(i) When a construction grant is paid by letter of credit, electronic funds transfer or Treasury check advances, the grantee will report its outlays to the Federal agency using Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs. The Federal agency will provide any necessary special instruction. However, frequency and due date shall be governed by §85.41(b) (3) and (4).

(ii) When a construction grant is paid by Treasury check advances based on periodic requests from the grantee, the advances will be requested on the form specified in §85.41(d).

(iii) The Federal agency may substitute the Financial Status Report specified in §85.41(b) for the Outlay Report and Request for Reimbursement for Construction Programs.

(3) **Accounting basis.** The accounting basis for the Outlay Report and Request for Reimbursement for Construction Programs shall be governed by §85.41(b)(2).

**§ 85.42 Retention and access requirements for records.**

## 24 CFR PART 85

(a) **Applicability.**

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

- (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
- (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see §85.36(i)(10).

(b) **Length of retention period.** (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) **Starting date of retention period—**

(1) **General.** When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) **Real property and equipment records.** The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) **Records for income transactions after grant or subgrant support.** In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) **Indirect cost rate proposals, cost allocations plans, etc.** This paragraph applies to the following types of documents, and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) **If submitted for negotiation.** If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) **If not submitted for negotiation.** If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its

## 24 CFR PART 85

supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) **Substitution of microfilm.** Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) **Access to records—**

(1) **Records of grantees and subgrantees.** The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) **Expiration of right of access.** The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) **Restrictions on public access.** The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records Unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.

### § 85.43 Enforcement.

(a) **Remedies for noncompliance.** If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,

(2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,

(4) Withhold further awards for the program, or

(5) Take other remedies that may be legally available.

(b) **Hearings, appeals.** In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) **Effects of suspension and termination.** Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) **Relationship to debarment and suspension.** The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

### § 85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

## 24 CFR PART 85

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.

### **Subpart D—After-the-Grant Requirements**

#### **§ 85.50 Closeout.**

(a) **General.** The Federal agency will close out the award when it determines that all applicable administrative actions and all required work of the grant has been completed.

(b) **Reports.** Within 90 days after the expiration or termination of the grant, the grantee must submit all financial, performance, and other reports required as a condition of the grant. Upon request by the grantee, Federal agencies may extend this timeframe. These may include but are not limited to:

(1) **Final performance or progress report.**

(2) **Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable).**

(3) **Final request for payment (SF-270) (if applicable).**

(4) **Invention disclosure (if applicable).**

(5) **Federally-owned property report:**

In accordance with §85.32(f), a grantee must submit an inventory of all federally owned property (as distinct from property acquired with grant funds) for which it is accountable and request disposition instructions from the Federal agency of property no longer needed.

(c) **Cost adjustment.** The Federal agency will, within 90 days after receipt of reports in paragraph (b) of this section, make upward or downward adjustments to the allowable costs.

(d) **Cash adjustments.**

(1) The Federal agency will make prompt payment to the grantee for allowable reimbursable costs.

(2) The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

#### **§ 85.51 Later disallowances and adjustments.**

The closeout of a grant does not affect:

(a) The Federal agency's right to disallow costs and recover funds on the basis of a later audit or other review;

(b) The grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

(c) Records retention as required in §85.42;

(d) Property management requirements in §§85.31 and 85.32; and

(e) Audit requirements in §85.26.

#### **§ 85.52 Collection of amounts due.**

(a) Any funds paid to a grantee in excess of the amount to which the grantee is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government. If not paid within a reasonable period after demand, the Federal agency may reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements,

**GRANT AGREEMENT TOWN OF HEMPSTEAD TO  
UNIONDALE EARLY CHILDHOOD CENTER, INC.**

**PREPARED BY:**

**JOHN K. MOSS, P.C.  
100 GARDEN CITY PLAZA  
SUITE 203  
GARDEN CITY, N.Y. 11530  
516-280-7426**

## 24 CFR PART 85

(2) Withholding advance payments otherwise due to the grantee, or

(3) Other action permitted by law.

(b) Except where otherwise provided by statutes or regulations, the Federal agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**Subpart E—Entitlement [Reserved]**



CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE ACTIONS OF THE SUPERVISOR OF THE TOWN OF HEMPSTEAD APPLYING FOR LOCAL INCENTIVES SUPPORT CORPORATION FUND GRANT APPLICATION (LISC PROGRAM NUMBER: 47425-0001).

WHEREAS, the Commissioner of the Department of Buildings has requested that the Supervisor of the Town of Hempstead sign the Grant Application of the Local Initiatives Support Corporation Fund Grant Application (LISC program number: 47425-0001); and,

WHEREAS, it is in the best interest of the Town of Hempstead to apply for the Grant Application of the Local Initiatives Support Corporation Fund.

NOW, THEREFORE, BE IT

RESOLVED, that the action of the Supervisor of the Town of Hempstead in signing the Grant Application and all associated documents pertaining to the Local Initiatives Support Corporation Fund in the amount of \$300,000.00, be and hereby is ratified and confirmed; and, BE IT FURTHER

RESOLVED, that the Supervisor of the Town of Hempstead is hereby authorized to sign any grant agreement which results from this application and such other documents as are necessary to carry out such grant; and, BE IT FURTHER

RESOLVED, that the actual and necessary funds that may be received shall be deposited in the Part Town Fund for Building Department use in conjunction with LISC - New York State Housing Stabilization Fund, 501 Seventh Avenue, New York, NY 10018

The foregoing Resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15

Case # 26493



December 6, 2016

Anthony J. Santino, Supervisor  
Town of Hempstead  
1 Washington Street  
Hempstead, New York 11550-4923  
asantino@tohmail.org

Re: LISC Program Action Number: 47425-0001  
Corrected Commitment Letter

Dear Mr. Santino:

**Grant Amount; Purpose of the Grant:**

I am pleased to inform you that Local Initiatives Support Corporation ("LISC") hereby agrees to provide a grant in the amount of **\$300,000.00** (the "Grant") to the Town of Hempstead (the "Grantee"), for the purposes, and on the terms, set forth below. *Please note this letter (the "Amended Letter") replaces the grant letter to you dated October 11, 2016 which combined the Town grant of \$300,000.00 and the Village grant of \$50,000.00 into one grant amount of \$350,000.00 (the "October 11, 2016 Letter"). The October 11, 2016 Letter is hereby revoked and is void.*

This Grant is a result of the February 11, 2016 Settlement Agreement between Morgan Stanley and the New York Attorney General. This Grant is being made as part of the activities of the New York State Housing Stabilization Fund, a LISC program that is funding the work of Municipalities or their housing or finance agencies to support Housing Quality Improvement and Enforcement Programs, among other activities.

The Grantee acknowledges that in accepting this Grant, Grantee will use the proceeds of the Grant solely to support Housing Quality Improvement and Enforcement Programs in accordance with a final budget and scope of work which LISC will finalize with you in the coming weeks. Accepting the Grant proceeds will be further acknowledgement of Grantee's agreement to the terms and conditions of this letter.

**Grant Commitment:**

This commitment of Grant funds shall be effective upon the receipt by LISC of a copy of this Grant Agreement signed by a representative of the Grantee, returned by email to [grants\\_contracts@lisc.org](mailto:grants_contracts@lisc.org), with a copy to [HCaloir@lisc.org](mailto:HCaloir@lisc.org). Ms. Caloir is your primary

program contact at LISC regarding the Grant. Please send a hard copy of the signed Grant Agreement to LISC to the attention of Ms. Caloir. Please contact Ms. Caloir if you have any questions about the Grant. Please note - under Sections 501 and 4945 of the Internal Revenue Code, the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, intervene in, or attempt to influence the outcome of, political campaigns or elections. By countersigning this Grant Agreement and returning it to LISC, the Grantee agrees to not use the Grant for purposes prohibited by the preceding two sentences. In its use of Grant funds provided by LISC, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental) laws, executive orders, rules, and regulations, including without limitation anti-discrimination laws, executive orders, rules, and regulations.

**Please note - this Grant Agreement must be signed and returned to LISC on or before December 19, 2016. If such deadline passes, LISC reserves the right to withdraw this Grant Agreement and reprogram the funds.**

**LOCAL INITIATIVES SUPPORT CORPORATION**

Signature: *Celayne G. Hill*

Name: Celayne G. Hill  
Vice President &  
General Counsel

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

Date: December 6, 2016

**TERMS OF GRANT ACCEPTED AND AGREED TO:**

**TOWN OF HEMPSTEAD**

*cel*

Authorized Signature: *[Signature]*

Name: Anthony J. Santino

Title: Supervisor

Date: December, 2016  
January 3, 2017

**LOCAL INITIATIVES SUPPORT CORPORATION**  
501 Seventh Avenue, 7<sup>th</sup> Floor, New York, NY 10018 Phone 212-455-9800 Fax 212-682-5929  
WWW.LISC.ORG

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE  
EXTENSION OF A CONTRACT BETWEEN  
THE TOWN OF HEMPSTEAD AND PARISH &  
WEINER, INC., IN CONNECTION  
WITH THE COMMUNITY DEVELOPMENT PROGRAMS  
FOR THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of planning firms to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that the firm of PARISH & WEINER, INC., whose principal place of business is located at 297 Knollwood Road – Suite 315, White Plains, New York 10607, has performed the assigned projects in a satisfactory manner within the terms of Resolution No. 145-2016 adopted January 26, 2016. The Town is hereby exercising its option stated in Resolution No. 145-2016 to extend the contract of PARISH & WEINER, INC., to the term beginning January 1, 2017 and ending December 31, 2017 with the base cap on the contract with an amount not to exceed TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and PARISH & WEINER, INC., for a term beginning January 1, 2017 and ending December 31, 2017 or upon completion of project, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of Twenty Thousand (\$20,000.00) Dollars which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 16-054  
December 5, 2016

Item # 16

Case # 19858

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES**

By and Between  
**TOWN OF HEMPSTEAD**  
and  
**PARISH & WEINER, INC.**

The contract between the parties, dated the 26th day of January, 2016, under Resolution No. 145-2016, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2017 to December 31, 2017.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as schedule "A" of the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**ANTHONY J. SANTINO**  
Supervisor

**PARISH & WEINER, INC.**

By: Nathaniel J. Parish  
**NATHANIEL PARISH**

APPROVED AS TO CONTENT  
DATE 12/16/16  
Katrina R. Banks  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

**APPROVED**  
By Kevin R. Conroy Date 12/16/16  
Kevin R. Conroy  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

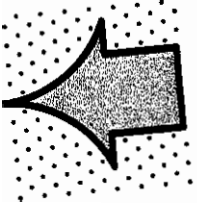
APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/16/16

Doc. No. 16-054  
October 31, 2016

Anthony J. Santino  
12/19/16

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me personally came ANTHONY J. SANTINO, to me known and known to me to be the Supervisor of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at 7 Rose Lane, East Rockaway, New York 11518; the corporation described in and which executed the above agreement, and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name and official designation.

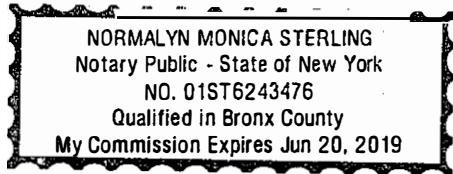


\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
*Westchester* ss. )  
COUNTY OF ~~NASSAU~~ )

On this *1st* day of *December*, 2016 before me personally came NATHANIEL PARISH, to me known, who being by me duly sworn did depose and say that he resides at *45 West 60th St NY NY 10023*, and that he is a Principal of PARISH & WEINER, INC. the firm described in and which executed the foregoing instrument.

*Normalyn Sterling*  
\_\_\_\_\_  
Notary Public



100 Wood-Road, Suite 315  
 Roseton, New York 10607

(914) 997-7200

(914) 997-7201 (fax)

[pwm101@verizon.net](mailto:pwm101@verizon.net)

N. J. Parish, P.E., A.I.C.P.  
 George M. Weiner, A.I.C.P. (1938-1995)  
 Robert Buller, A.I.C.P.

August 2013

**Senior Consultants**  
 George M. Raymond, A.I.A., A.I.C.P.  
 Richard Hyman, A.I.C.P.  
 John Sarna, P.E., I.T.E.

**FEE SCHEDULE**

## Public Agency Consultation

<u>Personnel</u>	<u>Hourly Rate</u>
Principals, Nathaniel J. Parish	\$150
Senior Associate Traffic Consultant	\$135
Other Associate Consultants	*
Senior Staff	\$115
Associate Staff	\$72/58
Draftsperson and Graphics Staff; Junior Staff	\$54
Production and Secretarial Staff	\$36
Automatic Traffic Counting Machines	\$125/day
Secretarial Services**	10% of other staff costs

\*At billing rates not to exceed rates charged to other governmental agencies for services relating to federally assisted projects and in no instance to exceed \$160 per hour.

\*\*These are billed for incidental costs, typing of brief memos, etc. For major reports, Production Staff costs are billed as shown above.

Out-of-pocket costs for outside printing, publications, photography, materials and deliveries will be charged at cost. Costs for travel, meals or lodging will be billed at cost. Printing of reports is charged at \$0.05 per page plus \$3.00 per book for binding.

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A  
CONTRACT BETWEEN THE TOWN OF HEMPSTEAD  
AND EAST COAST ABSTRACT, INC., IN CONNECTION  
WITH THE COMMUNITY DEVELOPMENT PROGRAMS  
FOR THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that a professional title insurance company be retained to provide real estate title searches and title insurance and other necessary data with respect to acquisition of properties, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal, in a widely read newspaper; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that the firm of EAST COAST ABSTRACT, INC., whose principal place of business is located at 100 Quentin Roosevelt Boulevard, Suite 101, Garden City, NY 11530, has performed the assigned projects in a satisfactory manner within the terms of Resolution No. 1370-2015 adopted November 10, 2015. The Town is hereby exercising its option stated in Resolution No. 1370-2015 to extend the contract of EAST COAST ABSTRACT, INC., to the term beginning January 1, 2017 and ending December 31, 2017 with the base cap on the contract with an amount not to exceed TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and EAST COAST ABSTRACT, INC., for a term beginning January 1, 2017 and ending December 31, 2017 or upon completion of project, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements; and

Item # 17

Case # 25212



**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve payment out of the appropriate Community Development Account for the sum of Twenty Thousand (20,000.00) Dollars upon presentation of a duly executed claim form.

AYES: ( )

NOES: ( )

Doc. No. 16-042  
December 1, 2016

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMSPTEAD  
and  
EAST COAST ABSTRACT, INC.**

The contract between the parties, dated the 10<sup>th</sup> day of November, 2015, under Resolution No. 1370-2015, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2017 to December 31, 2017.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule B in the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

IN WITNESS WHEREOF, this extension has been executed by the parties hereto the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
ANTHONY J. SANTINO  
Supervisor

**EAST COAST ABSTRACT, INC.**

By: \_\_\_\_\_  
STANLEY E. LEVINE  
President

APPROVED AS TO  
DATE \_\_\_\_\_  
By: \_\_\_\_\_  
KEVIN R. CONROY  
TOWN COMPTROLLER 11/5/16

*Ceryllita*  
12/19/16

APPROVED AS TO CONTENT  
DATE 12-2-16  
*Katrina R. Bond*  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

compliant w/ GML 103  
 compliant w/ TOH Guidelines  
 not subject to GML or Guidelines

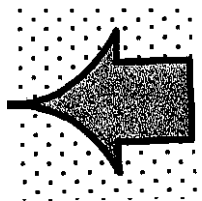
\_\_\_\_\_  
*[Signature]*

Doc. No. 16-042  
October 27, 2016

APPROVED AS TO FORM  
*Charles O. Heine*  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/2/16

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NASSAU )

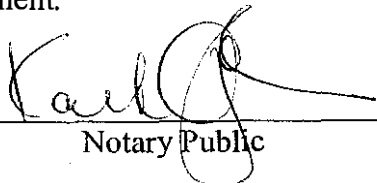
On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me personally came ANTHONY J. SANTINO, to me known and known to me to be the Supervisor of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at 7 Rose Lane, East Rockaway, New York 11518; the corporation described in and which executed the above agreement, and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name and official designation.




\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NASSAU )

On this 4TH day of NOVEMBER, 2016, before me personally came STANLEY E. LEVINE, to me known, who being by me duly sworn did depose and say that he resides at 8 SEPTEMBER LANE, GLEN COVE, NEW YORK 11542 and that he is the President of EAST COAST ABSTRACT, INC. the corporation described in and which executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public

KATHLEEN A. JOYCE-MICHELS  
Notary Public, State of New York  
No. 01JO6023049  
Qualified in Nassau County  
Commission Expires April 12, 2019 

Liability not in excess of	Owner's Policy	Mortgage	Liability not in excess of	Owner's Policy	Mortgage
344,000	1,833	1,822	436,000	2,231	1,877
347,000	1,838	1,828	437,000	2,243	1,881
348,000	1,842	1,830	438,000	2,247	1,885
349,000	1,845	1,833	439,000	2,252	1,888
370,000	1,851	1,837	440,000	2,254	1,892
371,000	1,855	1,841	441,000	2,260	1,895
372,000	1,859	1,844	442,000	2,265	1,899
373,000	1,864	1,848	443,000	2,269	1,903
374,000	1,868	1,852	444,000	2,273	1,906
375,000	1,873	1,855	445,000	2,278	1,910
376,000	1,877	1,858	446,000	2,282	1,914
377,000	1,881	1,863	447,000	2,286	1,917
378,000	1,885	1,868	448,000	2,291	1,921
379,000	1,890	1,870	449,000	2,295	1,925
380,000	1,894	1,873	450,000	2,300	1,928
381,000	1,899	1,877	451,000	2,304	1,932
382,000	2,003	1,881	452,000	2,308	1,936
383,000	2,007	1,884	453,000	2,313	1,939
384,000	2,012	1,888	454,000	2,317	1,943
385,000	2,016	1,892	455,000	2,321	1,946
386,000	2,021	1,895	456,000	2,326	1,950
387,000	2,025	1,899	457,000	2,330	1,954
388,000	2,029	1,903	458,000	2,334	1,957
389,000	2,034	1,906	459,000	2,339	1,961
390,000	2,038	1,910	460,000	2,343	1,965
391,000	2,042	1,913	461,000	2,348	1,968
392,000	2,047	1,917	462,000	2,352	1,972
393,000	2,051	1,921	463,000	2,356	1,976
394,000	2,055	1,924	464,000	2,361	1,979
395,000	2,060	1,928	465,000	2,365	1,983
396,000	2,064	1,932	466,000	2,369	1,987
397,000	2,068	1,935	467,000	2,374	1,990
398,000	2,073	1,939	468,000	2,378	1,994
399,000	2,077	1,943	469,000	2,382	1,997
400,000	2,082	1,946	470,000	2,387	2,001
401,000	2,086	1,950	471,000	2,391	2,005
402,000	2,090	1,954	472,000	2,395	2,008
403,000	2,095	1,957	473,000	2,400	2,012
404,000	2,099	1,961	474,000	2,404	2,016
405,000	2,103	1,964	475,000	2,409	2,019
406,000	2,108	1,968	476,000	2,413	2,023
407,000	2,112	1,972	477,000	2,417	2,027
408,000	2,116	1,975	478,000	2,422	2,030
409,000	2,121	1,979	479,000	2,426	2,034
410,000	2,125	1,983	480,000	2,430	2,037
411,000	2,130	1,986	481,000	2,435	2,041
412,000	2,134	1,990	482,000	2,439	2,045
413,000	2,138	1,994	483,000	2,443	2,048
414,000	2,143	1,997	484,000	2,448	2,052
415,000	2,147	1,999	485,000	2,452	2,056
416,000	2,151	1,994	486,000	2,457	2,059
417,000	2,155	1,998	487,000	2,461	2,063
418,000	2,160	1,992	488,000	2,465	2,067
419,000	2,164	1,995	489,000	2,470	2,070
420,000	2,168	1,999	490,000	2,474	2,074
421,000	2,173	1,993	491,000	2,478	2,077
422,000	2,177	1,996	492,000	2,483	2,081
423,000	2,182	1,990	493,000	2,487	2,085
424,000	2,186	1,994	494,000	2,491	2,089
425,000	2,191	1,997	495,000	2,495	2,092
426,000	2,195	1,991	496,000	2,500	2,096
427,000	2,199	1,995	497,000	2,504	2,099
428,000	2,204	1,999	498,000	2,509	2,103
429,000	2,208	1,993	499,000	2,513	2,107
430,000	2,212	1,997	500,000	2,518	2,110
431,000	2,217	1,991			
432,000	2,221	1,995			
433,000	2,225	1,999			

**POLICIES ABOVE \$500,000**

	Owners	Mortgage
Minimum Insurance:	402	344

For each \$1,000 in part thereof add:

35,001-50,000	6.67	5.55
50,001-100,000	6.43	4.54
100,001-500,000	4.86	3.64
500,001-1,000,000	3.98	3.81
1,000,001-5,000,000	3.66	3.05
5,000,001-10,000,000	3.25	2.77
10,000,001-15,000,000	3.07	2.55
Over 15,000,000	2.76	2.31

\*First \$35,000 or under, except Simultaneously Issued Policies

**SIMULTANEOUS ISSUE OF OWNER'S AND LOAN POLICIES**

When an owner's policy and a loan policy are issued simultaneously covering identical property, the rate for the owner's policy shall be the applicable owner's rate. The rate on the amount of the loan policy that does not exceed the amount of the owner's policy shall be calculated at thirty percent (30%) of the loan rate. The rate on the amount of the loan policy in excess of the amount of the owner's policy shall be calculated at the full loan rate.

\*also applies to leasehold policies and construction loan policies

**REFINANCE AND SUBORDINATE MORTGAGE**

Whenever an application for a loan policy in the amount of \$250,000 or less is made within ten years from the date of closing of a previously insured mortgage or fee interest and the premises to be insured are identical and there has been no change in the fee ownership, the charge for such insurance shall be fifty percent (50%) of the applicable loan rate up to the largest amount of existing insurance (either the liability on the owner's policy issued to the current owner or the present unpaid principal balance of the existing insured loan) plus the full applicable loan rate on any excess.

Whenever an application for a loan policy in an amount over \$250,000 is made within ten years from the date of closing of a previously insured mortgage or fee interest and the premises to be insured are identical and there has been no change in the fee ownership, the charge for such insurance shall be seventy percent (70%) of the applicable loan rate up to the largest amount of existing insurance (either the liability on the owner's policy issued to the current owner or the present unpaid principal balance of the existing insured loan) plus the



# NEW YORK STATE TITLE INSURANCE RATES

EFFECTIVE NOVEMBER 5, 2001

**ZONE 2**

**COUNTIES OF:**

Albany, Bronx, Columbia, Dutchess,  
Greene, Kings, Nassau, New York,  
Orange, Putnam, Queens, Rensselaer,  
Richmond, Rockland, Suffolk, Sullivan,  
Ulster, and Westchester

EAST COAST ABSTRACT, INC.  
100 QUENTIN ROOSEVELT BLVD.  
GARDEN CITY, NEW YORK 11530  
PHONE: (516) 794-9100  
FAX: (516) 794-2726

For further information regarding these rates please refer to the TIRSA Rate Manual by the NYS Insurance Department through November

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN EXTENSION OF CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND ACCREDITED LEAD INSPECTION, INC. D/B/A ACCREDITED ENVIRONMENTAL SOLUTIONS TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered for the Town by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommended that environmental engineers be retained to perform professional services in connection with the planning and implementation of community development projects, and further, recommends that the cost and disbursements relating to said professional services be charged to the appropriate development account; and

**WHEREAS**, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published a Request for Proposal, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

**WHEREAS**, the R.F.P. process resulted in two (2) responses being submitted to the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that the environmental firm of ACCREDITED LEAD INSPECTION, INC. D/B/A ACCREDITED ENVIRONMENTAL SOLUTIONS, with offices at 15 North Maryland Avenue, Port Washington, New York 11050 has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 1367-2015 adopted November 10, 2015. The Town is hereby exercising the option stated in Resolution No. 1367-2015 to extend the contract of ACCREDITED LEAD INSPECTION, INC. D/B/A ACCREDITED ENVIRONMENTAL SOLUTIONS, to the term beginning January 1, 2017 to December 31, 2017 with the base cap on the contract for an amount not to exceed FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and ACCREDITED LEAD INSPECTION, INC. D/B/A ACCREDITED ENVIRONMENTAL SOLUTIONS, for a term beginning on January 1, 2017 and ending December 31, 2017, with an amount not to exceed the sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

Item # 18

Case # 27865

The foregoing resolution was adopted upon roll call as follows:

AYES : ( )

NOES; ( )

Doc. No. 16-033  
November 30, 2016

**EXTENSION OF CONTRACT  
FOR PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
ACCREDITED LEAD INSPECTION, INC.  
d/b/a  
ACCREDITED ENVIRONMENTAL SOLUTIONS**

The contract between the parties dated the 10th day of November 2015, under Resolution No. 1367-2015 is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2017 to December 31, 2017.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto this        day of        , 2016.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**ANTHONY J. SANTINO**  
Supervisor

**ACCREDITED LEAD INSPECTION, INC.  
D/B/A  
ACCREDITED ENVIRONMENTAL SOLUTIONS.**

By: \_\_\_\_\_  
**STEVEN ROSENBAUM**  
President

By: \_\_\_\_\_  
Date: 12/1/16  
12/5/16  
**KEVIN R. CONROY**  
TOWN COMPTROLLER

\_\_\_compliant w/ GML 103  
compliant w/ TOH Guidelines  
\_\_\_not subject to GML or Guidelines  
\_\_\_\_\_  
Director of Purchasing

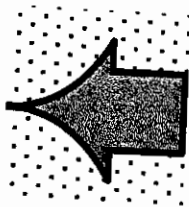
APPROVED AS TO CONTENT  
DATE: 11-30-16  
\_\_\_\_\_  
KATRINA R. BROOKS  
COUNSEL TO COMPTROLLER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Cheryl Petri  
12/19/16  
Doc. No. 16-033  
October 27, 2016

APPROVED AS TO FORM  
**Charles O. Heine**  
SENIOR DEPUTY TOWN ATTORNEY  
DATE: 12/1/16

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me personally came ANTHONY J. SANTINO, to me known and known to me to be the Supervisor of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at 7 Rose Lane, East Rockaway, New York 11518; the corporation described in and which executed the above agreement, and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name and official designation.



\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NASSAU )

On this *2nd* day of *November*, 2016, before me personally came STEVEN ROSENBAUM, to me known, who being by me duly sworn did depose and say that he resides at *15 N Maryland Ave, Port Washington, NY 11050* and that he is the President of ACCREDITED LEAD INSPECTION, INC. D/B/A ACCREDITED ENVIRONMENTAL SOLUTIONS. the corporation described in and which executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public

TARA M LASALLE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 011A6302952  
Qualified in Nassau County  
My Commission Expires May 05, 2018





July 15, 2015

Trannie Hickson  
Director of Community Development projects  
Department of Planning and Economic Development  
200 North Franklin Street  
Hempstead, NY 11550

RE: Request for Proposal – Lead Paint Inspection

Dear Ms. Hickson:

Accredited Lead Inspection, Inc. is pleased to submit our proposal for lead-based paint testing and evaluation services in accordance with EPA/HUD and New York State requirements.

**1. Professional Staff and Experience**

Accredited Lead Inspection, Inc. is EPA certified (Appendix A), based in Nassau County and has been performing lead-based paint inspections since 1996. Our professional staff is made up of EPA-certified Lead-Based Paint Risk Assessors, Paint Inspectors, Supervisors and Workers.

We have performed thousands of inspections in residences, commercial buildings and private and public schools throughout Long Island, New York City and Westchester. Some of Long Islands top engineering firms utilize Accredited Lead Inspection, Inc. exclusively for all of their Lead-Based Paint Testing requirements. We also have current contracts for Lead-Based Paint Testing with New York City's Department of Housing, Preservation and Development (HPD) as well as New York City's Department of Education

**2. Proposed Pricing and Estimated costs for typical assignments**

We are proposing a flat rate, wholesale pricing to Town of North Hempstead as follows:

XRF Testing Fees

Apartments or Homes (up to 4 bedrooms)	\$280
--	-------

SCHEDULE "B"

Clearance (Dust Wipe) Testing Fees

Dust Wipe Inspection	\$170
Wipe and Laboratory Analysis	\$23 (per wipe as needed)

**3. Detailed Information on inspection and reporting process**

The detection technique used to test for lead in painted surfaces will be XRF analysis. Accredited Lead Inspection, Inc. will utilize an RMD LPA-1 X-Ray Fluorescence (XRF) Lead Paint Analyzer to perform the inspection. XRF analysis will be performed on various painted and/or coated interior and exterior components as required by HUD/EPA guidelines. If a building component is not accessible or cannot be tested with XRF, a notation will be made on the LBP testing field data sheets.

XRF results will be divided into two categories: positive and negative, as defined by the LPA-1 Performance Characteristic Sheet (PCS). According to the revised PCS for the RMD LPA-1 instrument used, inconclusive ranges have been eliminated for all types of substrates.

The RMD LPA-1 instrument is a lead paint analysis system that measures the concentration of LBP on painted surfaces. The RMD analyzer is able to analyze and compute corrections for any substrate material effects, eliminating any corrections by the device operator.

The LPA-1 spectrum analyzer records test results according to "K-Shell" readings, as required by HUD Guidelines. The inspector then records and classifies K-Shell readings on LBP testing field data sheets.

Upon arrival at a site, at a minimum of every four hours, and after the inspection work is completed, several "validation tests" will be performed to assure that the instrument is operating properly. A series of three test measurements (three readings each) will be taken on the U.S. National Institute of Standards and Technology (NIST) Paint Film Standard (Standard Reference Material No. 2573), a calibration block provided by the manufacturer, and 0.0 mg/cm<sup>2</sup> block, as required by the instrument's PCS and HUD Guidelines.

A complete XRF report will include the following:

- Address of test location
- Date of testing
- Name and certification # of Inspector
- Written report
- Summary (positive readings) report
- Detailed (all readings) report
- Inspector and Company Certificates

15 North Maryland Avenue, Port Washington, NY 11050  
Phone 516-944-5323 Fax 516-908-5323  
Email: [inspector@optonline.net](mailto:inspector@optonline.net)

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND ABSTRACTS, INCORPORATED, IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS FOR THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that a professional title insurance company be retained to provide real estate title searches and title insurance and other necessary data with respect to acquisition of properties, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal, in a widely read newspaper; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that the firm of ABSTRACTS, INCORPORATED, whose principal place of business is located at 585 Stewart Avenue, Suite 400, Garden City, New York 11530, has performed the assigned projects in a satisfactory manner within the terms of Resolution No. 1368-2015 adopted November 10, 2015. The Town is hereby exercising its option stated in Resolution No. 1368-2015 to extend the contract of ABSTRACTS, INCORPORATED, to the term beginning January 1, 2017 and ending December 31, 2017 with the base cap on the contract with an amount not to exceed TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and ABSTRACTS, INCORPORATED, for a term beginning January 1, 2017 and ending December 31, 2017 or upon completion of project, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements; and

Item # 19

Case # 29015

**BE IT FURTHER RESOLVED,** that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve payment out of the appropriate Community Development Account for the sum of Twenty Thousand (20,000.00) Dollars upon presentation of a duly executed claim form.

AYES: ( )

NOES: ( )

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
ABSTRACTS, INCORPORATED**

The contract between the parties, dated the 10<sup>th</sup> day of November, 2015, under Resolution No. 1368-2015, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2017 to December 31, 2017.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule B in the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this extension has been executed by the parties hereto the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
ANTHONY J. SANTINO  
Supervisor

**ABSTRACTS, INCORPORATED**

By: \_\_\_\_\_  
SAL J. TURANO  
President

APPROVED AS TO CONTENT  
DATE 12-2-16  
\_\_\_\_\_  
Katerina R. Beatty  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM  
DATE 12/19/16  
\_\_\_\_\_  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY

By: \_\_\_\_\_  
KEVIN R. CONROY  
12/16

Doc. No. 16-043  
October 12, 2016

compliant w/ GML 103

compliant w/ FOH Guidelines

not subject to GML or Guidelines

\_\_\_\_\_  
Director of Purchasing

APPROVED AS TO FORM  
\_\_\_\_\_  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/21/16

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me personally came ANTHONY J. SANTINO, to me known and known to me to be the Supervisor of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at 7 Rose Lane, East Rockaway, New York 11518; the corporation described in and which executed the above agreement, and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name and official designation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NASSAU )

On this 2 day of November, 2016, before me personally came SAL J. TURANO, to me known, who being by me duly sworn did depose and say that he resides at 18 Southdown Ct. Huntington ny 11743 and that he is the Principal of ABSTRACTS, INCORPORATED the corporation described in and which executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public

GRACE MISTRETTA  
Notary Public, State of New York  
No. 01M14871894  
Qualified in Nassau County  
Commission Expires Sept. 29, 2015

# List of Charges

Abstract Only	\$250.00
Attorney Search	300.00
Bankruptcy Search	45.00
Business Search	80.00
Certificate of Occupancy Search	105.00
Continuations	50.00
Covenant & Restriction Certification w/\$15,000. Liab.	342.00
Covenant & Restriction Search	120.00
Fire Search	75.00
Foreclosure Search	350.00
Full Municipal Search	265.00
Housing & Building Search	75.00
Judgment/Lien Search per name	50.00
Last Owner Search	75.00
Lis Pendens Search	50.00
Open Mortgage Search	125.00
Map Registration Certificate	350.00*
Map Filings	350.00*
Mechanic's Lien Search	50.00
Mechanic's Lien Foreclosure Search	350.00
Sewer Search	85.00
Single & Separate Search per lot	80.00
Street Abandonment	350.00*
Street Dedication	350.00*
Street Report	75.00
Surrrogate Search	75.00
Survey Inspection	75.00
Tax Search	70.00
Chain of Title -40 years	150.00
UCC Search per name	30.00
Zoning Search	350.00

- plus County fees.

SCHEDULE "B"

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND ENVIRO-TEST, INC., TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered for the Town by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that environmental engineers be retained to perform professional services in connection with the planning and implementation of community development projects, and further, recommends that the cost and disbursements relating to said professional services be charged to the appropriate development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

**WHEREAS**, the R.F.P. process resulted in two (2) responses being submitted to the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that the environmental engineering firm of ENVIRO-TEST, INC., whose principal place of business is located at 77 Broadway – Suite 1, Amityville, New York 11701, has performed the assigned environmental projects in a satisfactory manner within the terms of Resolution No. 1369-2015 adopted November 10, 2015. The Town is hereby exercising the option stated in Resolution No. 1369-2015 to extend the contract of ENVIRO-TEST, INC., to the term beginning January 1, 2017 and ending December 31, 2017 with the base cap on the contract with an amount not to exceed FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and ENVIRO-TEST, INC., for a term beginning January 1, 2017 and ending December 31, 2017 with an amount not to exceed the sum of FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development be and he hereby is authorized to approve substantiated payments not to exceed the sum of FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll as follows:

AYES: ( )

NOES: ( )

Doc. No. 16-032  
November 30, 2016

Item # 20

Case # 27866



EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES  
By and Between  
THE TOWN OF HEMPSTEAD  
And  
ENVIRO-TEST, INC.

The contract between the parties, dated November 12<sup>th</sup>, 2015, under Resolution No. 1369-2015, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2017 to December 31, 2017.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to the approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

IN WITNESS WHEREOF, this Extension has been executed by the parties hereto this        day of        , 2016

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
ANTHONY J. SANTINO,  
Supervisor

ENVIRO-TEST, INC.

By: \_\_\_\_\_  
ARTHUR A. MORALES  
President

compliant w/ GML 103

compliant w/ TOH Guidelines

not subject to GML or Guidelines

\_\_\_\_\_  
Director of Purchasing

APPROVED AS TO CONTENT  
DATE 11/20/16  
\_\_\_\_\_  
KATRINA R. BROOKS  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 16-032  
October 27, 2016

Cheryl Petri  
12/8/16

APPROVED AS TO FORM  
\_\_\_\_\_  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/1/16

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me personally came ANTHONY J. SANTINO, to me known and known to me to be the Supervisor of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at 7 Rose Lane, East Rockaway, New York 11518; the corporation described in and which executed the above agreement, and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name and official designation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NASSAU )

On this 4 day of November, 2016, before me personally came ARTHUR A. MORALES, to me known, who being by me duly sworn did depose and say that he resides at 17 Lincoln Ave East E. Massapequa NY and that he is the President of ENVIRO-TEST, INC. the corporation described in and which executed the foregoing instrument.

NYDIA FERRER  
Notary Public, State of New York  
No 01FE6139354  
Qualified in Suffolk County  
Commission Expires Jan. 09, 20 18

  
Notary Public.



Name / Address

Town of Hempstead  
 Annie Hickson  
 Dept. of Planning and Economic Dev.  
 North Franklin Street  
 Hempstead, NY 11550

# Estimate

Date	Estimate #
7/29/2015	779

Item	Description	Qty	Cost	Total
	<p>Following are price quotes for Lead Inspection and Clearance Risk Assessment work to be performed in accordance with HUD and EPA regulations. This Lead Evaluation work will be in association with Federal Community Development funded home improvement projects for senior citizens and the physically challenged in the Town of Hempstead.</p> <p>1st step in the Lead Evaluation process: Lead Based Paint Inspection (utilizing non-destructive X-Ray Fluorescence [XRF] equipment). The Lead Inspection includes: testing of all painted building components (interior and exterior) associated with the proposed renovation work to determine if lead-based paint is present. A full written report will be included. The full written report will include the following: a Visual Assessment of the proposed work areas, specific precautions and recommendations regarding any corrective work processes that will involve lead-based paint, data sheets of all tested components by date, time, room, side, lead content, substrate and condition. The written report will be tailored to the needs of each separate project. This is a per site quote to perform the surface-by-surface lead inspection and full written report.</p>	1	225.00	225.00
	<p>Clearance Risk Assessment: If work areas are visually acceptable (no deteriorated paint or visible dust present in the work areas), sample collection and laboratory analysis of household dust will be performed to determine if the cleaned work areas are under the EPA Action Levels for household dust. Clearance of all work areas after completion of Lead-Based Paint corrective work will be obtained by lead-in-dust samples displaying passing (acceptable) results.</p>	1	245.00	245.00
	<p>Alternate Clearance Risk Assessment Pricing:            Site Visit Fee (where a lump sum quote is not applicable or desired)*            Sample Collection &amp; Laboratory Analysis of Household Dust (per sample)*            *Applied together for each project (Ex: To go to a site to collect 3 samples--\$125.00 + 3 samples X \$25.00 = \$200.00) Saves money when less than 5 samples are collected.</p>	1	125.00	125.00
		1	25.00	25.00
	<p>--All travel expenses are included.            --The above quotes are based on a normal sized single-family home or single-family living quarters.</p>			

Please call with any questions you may have.

Signature

## FEE SCHEDULE "B"

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN  
EXTENSION OF CONTRACT BETWEEN  
THE TOWN OF HEMPSTEAD AND  
VHB ENGINEERING, SURVEYING  
AND LANDSCAPE ARCHITECTURE, P.C. (VHB),  
TO PROVIDE PROFESSIONAL SERVICES  
IN CONNECTION WITH THE  
COMMUNITY DEVELOPMENT PROGRAMS OF THE  
TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of land use planning firm to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) with offices at 50 Main Street – Suite 360, White Plains, NY 10606, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 290-2016 adopted February 23, 2016. The Town is hereby exercising the option stated in Resolution No. 290-2016 to extend the contract of VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) to the term of January 1, 2017 to December 31, 2017 with the base cap on the contract for an amount not to exceed FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute a contract for professional services by and between the Town of Hempstead and VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) for a term beginning on January 1, 2017 and ending December 31, 2017, with an amount not to exceed the sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 16-055  
December 5, 2016

Item # 21

Case # 28537

**EXTENSION OF CONTRACT  
FOR PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
VHB ENGINEERING, SURVEYING AND  
LANDSCAPE ARCHITECTURE, P.C. (VHB)**

The contract between the parties dated the 23<sup>rd</sup> day of February 2016 under Resolution No. 290-2016, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2017 to December 31, 2017.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

IN WITNESS WHEREOF, this Extension has been executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**ANTHONY J. SANTINO**  
Supervisor

**APPROVED**

By: MO Date: 12/16/16  
[Signature]  
KEVIN R. CONROY CPA  
TOWN COMPTROLLER

**VHB ENGINEERING, SURVEYING AND  
LANDSCAPE ARCHITECTURE, P.C. (VHB)**

By: P. N. O'Leary

compliant w/ GML 103

compliant w/ TOH Guidelines

APPROVED AS TO CONTENT  
DATE 12/17/16





# 4

## Fee

Hourly rates for VHB's staff are provided in the table below. General rates by labor category are provided on the following page.

STAFF	TITLE	LABOR CATEGORY	HOURLY RATE
David Schiff	Principal-In-Charge	Principal 3	\$275
Gina Martini	Project Manager	Technical Professional 16	\$190
Jill Gallant	Technical Team Member	Technical Professional 11	\$140
Steven Martini	Technical Team Member	Technical Professional 05	\$80

### SCHEDULE "B"

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND CAPITAL ACCESS, INC., IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS FOR THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of planning firms to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that the firm of CAPITAL ACCESS, INC., whose principal place of business is located at 325 Chestnut Street – Suite 917, Philadelphia, PA 19106, has performed the assigned projects in a satisfactory manner within the terms of Resolution No. 364-2016 adopted March 8, 2016. The Town is hereby exercising its option stated in Resolution No. 364-2016 to extend the contract of CAPITAL ACCESS, INC., to the term beginning January 1, 2017 and ending December 31, 2017 with the base cap on the contract with an amount not to exceed TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and CAPITAL ACCESS, INC., for a term beginning January 1, 2017 and ending December 31, 2017 or upon completion of project, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of Twenty Thousand (\$20,000.00) Dollars which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 16-056  
December 5, 2016

Item # 22

Case # 29440



**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES**  
By and Between  
**TOWN OF HEMPSTEAD**  
and  
**CAPITAL ACCESS**

The contract between the parties, dated the 18th day of March, 2016, under Resolution No. 364-2016, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2017 to December 31, 2017.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as schedule "A" of the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**ANTHONY J. SANTINO**  
Supervisor

CAPITAL ACCESS

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

APPROVED AS TO CONTENT  
DATE 12/19/16  
*Katrina R. Brooks*  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

**APPROVED**  
By *[Signature]* Date 12/19/16  
*[Signature]*  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

compliant w/ GML 103  
 compliant w/ TOH Guidelines  
 not subject to GML or Guidelines  
*[Signature]*  
Director of Purchasing

Doc. No. 16-056  
October 31, 2016

*Cheryl Peter*  
12/19/16

APPROVED AS TO FORM  
*Charles O. Steine*  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/16/16





## Staff Hourly Rates

Job Classification	Hourly Rate
Senior Consultant	\$135
Subject Matter Expert	\$135
Associate Consultant	\$100
Compliance Specialist	\$75
Financial Manager	\$50

SCHEDULE "A"



CASE NO.:

RESOLUTION NO.

Council  
resolution and moved for its adoption:

offered the following

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO EXECUTE A BOUNDARY LINE AGREEMENT  
AFFECTING PROPERTY LOCATED AT HOOK  
CREEK, AT LAWRENCE, NEW YOUR, SUBJECT  
TO A PERMISSIVE REFERENDUM.

WHEREAS, a dispute exists as to the precise location of the  
boundary line of lands belonging to Diane Kirchner, residing at 43 West Avenue,  
Lawrence, New York, and lands of the Town of Hempstead; and

WHEREAS, the aforesaid Diane Kirchner has submitted a  
boundary line agreement duly executed by it in settlement of the said dispute; and

WHEREAS, said boundary line agreement would fix the location  
of the title line of said lands of Diane Kirchner and the Town of Hempstead along the  
bank of Hook Creek, Lawrence, Town of Hempstead, County of Nassau, New York; and

WHEREAS, in said boundary line agreement, the Town of  
Hempstead quitclaims to Diane Kirchner, its right, title and interest in and to any of the  
lands lying and being at Lawrence, Town of Hempstead, County of Nassau, and State of  
New York, being a part of Hook Creek, comprising 185.79 square feet, described as  
follows:

PARCEL B

Property to be conveyed to property Owner

ALL that certain plot, piece or parcel of land, with the buildings and  
improvements thereon erected, situate, lying and being of Lawrence in Town of  
Hempstead, Nassau County, State of New York, are more particularly bounded and  
describes ad follows:

COMMENCING at a point on the intersection of the northeasterly side of West Dock  
Street (formerly known as Meyer Avenue) and northwesterly side of West Avenue (20  
feet wide);

1. THENCE northeasterly along northwesterly side of West Avenue, and along a  
circular curve bearing to the right having radius of 325.00 feet and a length of  
46.268 feet to a point;
2. THENCE North 47 degrees 25 minutes 36 seconds West, and along a line  
drawn radial to northwesterly side of West Avenue, distance of 100.00 feet to  
the point or place of BEGINNING;
3. THENCE North 47 degrees 25 minutes 36 second West, and along a line  
drawn radial to northwesterly side of West Avenue, distance of 5.05 feet to a  
point;
4. THENCE North 48 degrees 14 minutes 38 seconds East and approximately  
along northwesterly side of wooden bulkhead, distance of 53.15 feet to a  
point;
5. THENCE South 40 degrees 39 minutes 46 seconds East, distance of 3.08 feet  
to a point;
6. THENCE Southwesterly along a circular curve bearing to the left, having  
radius of 425.00 feet and a length of 52.66 feet, said curve having a chord  
bearing of South 46 degrees 07 minutes 23 second West and a chord distance  
of 52.626 feet to the point or place of BEGINNING.

Containing within said bounds 185.79 Sq.Ft. or 0.0004 Acres, more or less.

Item # 24

Case # 29623

WHEREAS, Diane Kirchner has agreed to pay for said transaction at a rate of Six Dollars and Forty-five Cents (\$6.45) per square foot of land; and

WHEREAS, Diane Kirchner has agreed to pay \$1,198.35 to the Town of Hempstead; and

WHEREAS, it appears that the establishment of the boundary line between the lands of Diane Kirchner and the Town of Hempstead, and the fixing of the location of the title line of the shoreline at Hook Creek is in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that the boundary line agreement as executed by Diane Kirchner be accepted by this Town Board, and the Supervisor be and he hereby is authorized to execute said boundary line agreement on behalf of the Town of Hempstead; and, BE IT FURTHER


RESOLVED, that the Town Clerk be and hereby is authorized and directed to record the said boundary line agreement, following its execution by the Supervisor, in the office of the Clerk of the County of Nassau, at the expense of Diane Kirchner; and, BE IT FURTHER

RESOLVED, that this resolution shall take effect thirty (30) days after its adoption unless within thirty (30) days after its adoption there shall be filed with the Town Clerk in accordance with Article 7 of the Town Law, a petition signed and acknowledged by the electors of the Town of the number required by law, protesting against this resolution and requesting that it be submitted to the electors of the Town, voting on a proposition for its approval at a referendum held in accordance with the said Town Law.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

  
Approved  
Commissioner of  
Conservation & Waterways

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING ACCEPTANCE OF A FIELD SERVICE PARTNERSHIP AGREEMENT FROM HACH COMPANY FOR THE DEPARTMENT OF WATER'S NITRATAX SYSTEM.**

WHEREAS, the Town of Hempstead Department of Water is now using a Nitratax System manufactured by Hach Company; and

WHEREAS, this Nitratax System monitors the nitrate and nitrite levels of the Department's Water Distribution System and immediately conducts a shutdown when readings exceed the New York State Health Department contaminant guidelines; and

WHEREAS, Hach Company in a proposal dated November 10, 2016 has offered to provide a Field Service Partnership Agreement for the Department's Nitratax System for a yearly charge of \$7,309.00 to cover the period January 11, 2017 through January 10, 2018; and

WHEREAS, Hach Company in their proposal for a Field Service Partnership Agreement will provide two scheduled maintenance visits and repair coverage for six units covering the period January 11, 2017 through January 10, 2018; and

WHEREAS, the Commissioner of the Town of Hempstead Department of Water deems said proposal to be fair and reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor hereby is authorized on behalf of the Department of Water to accept the proposal submitted by Hach Company, P.O. Box 389, Loveland, CO 80539, dated November 10, 2016, and to make payment of \$7,309.00 for a Field Service Partnership Agreement for the Department's Nitratax System covering the period January 11, 2017 through January 10, 2018 from Department of Water Account 500-006-8310-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item # 25

Case # 22356

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE LIONS CLUB OF THE BELLMORES TO USE TOWN OF HEMPSTEAD PARKING FIELD B-2, BELLMORE, NEW YORK FOR THE PURPOSE OF HOLDING A CRAFT FAIR APRIL 2, APRIL 30, MAY 14, MAY 21, JUNE 11, JUNE 25, JULY 9, JULY 23, AUGUST 6, AUGUST 20, SEPTEMBER 3, SEPTEMBER 24, OCTOBER 8, OCTOBER 22, NOVEMBER 5, NOVEMBER 19, NOVEMBER 26, DECEMBER 3, DECEMBER 10, AND DECEMBER 17, 2017.

WHEREAS, the Lions Club of the Bellmores, Inc., P.O. Box 1159, Bellmore, New York 11710-3561 Attention: Roy A. Weinman, Chairman, has requested to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Craft Fair April 2, April 30, May 14, May 21, June 11, June 25, July 9, July 23, August 6, August 20, September 3, September 24, October 8, October 22, November 5, November 19, November 26, December 3, December 10 and December 17, 2017; and

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

RESOLVED, that permission is hereby granted to the Lions Club of the Bellmores, Inc., P.O. Box 1159, Bellmore, New York 11710-3561 Attention: Roy A. Weinman, Chairman, to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Craft Fair April 2, April 30, May 14, May 21, June 11, June 25, July 9, July 23, August 6, August 20, September 3, September 24, October 8, October 22, November 5, November 19, November 26, December 3, December 10 and December 17, 2017; and

BE IT FURTHER

RESOLVED, that in conducting said activity the Lions Club of the Bellmores, Inc. shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 26

Case # 20915



Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID FOR 2016-2017 ON  
CALL SNOW PLOWING SERVICES CONTRACT TOWN  
OF HEMPSTEAD PARKING FIELDS, SOUTHEAST  
AREA, PW# 52-16

WHEREAS, the Commissioner of General Services advertised for bids  
for the 2016-2017 On Call Snow Plowing Services Contract, Town of Hempstead  
Parking Fields Southeast Area, PW# 52-16,; and

WHEREAS, the bids submitted pursuant to such advertisement were  
opened and read in the office of the Commissioner of General Services on December 5,  
2016; and

WHEREAS, the following sole bid was received and referred to  
Engineering for examination and report:

Roadwork Ahead, Inc.                      \$ 430,621.86

WHEREAS, the Commissioner of Engineering reported that the lowest  
bid was received from Roadwork Ahead, Inc. 2186 Kirby Lane, Syosset, NY 11791, in  
the sum of \$430,621.86 and recommends acceptance of their bid to the Town Board;

NOW, THEREFORE, BE IT

RESOLVED, that the bid from Roadwork Ahead, Inc., 2186 Kirby Lane,  
Syosset, NY 11791, for the 2016-2017 On Call Snow Plowing Services Contract, Town  
of Hempstead Parking Fields, Southeast Area, PW# 52-16 be accepted subject to the  
execution of a contract by it; and BE IT

FURTHER RESOLVED, that the bidder's Labor & Materials Bond and  
Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's  
Office with the contract; and BE IT

FURTHER RESOLVED, that the Supervisor hereby is authorized to make  
payments under the contract executed by the successful bidder from Account No:  
200-003-5650-4680 Contract Fees.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 27

Case # 26850

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID FOR 2016-2017 ON  
CALL SNOW PLOWING SERVICES CONTRACT TOWN  
OF HEMPSTEAD PARKING FIELDS, SOUTHWEST  
AREA, PW#53-16

WHEREAS, the Commissioner of General Services advertised for bids  
for the 2016-2017 On Call Snow Plowing Services Contract, Town of Hempstead  
Parking Fields Southwest Area, PW# 53-16,; and

WHEREAS, the bids submitted pursuant to such advertisement were  
opened and read in the office of the Commissioner of General Services on December 5,  
2016; and

WHEREAS, the following sole bid was received and referred to  
Engineering for examination and report:

Roadwork Ahead, Inc.                      \$ 201,827.61

WHEREAS, the Commissioner of Engineering reported that the lowest  
bid was received from Roadwork Ahead, Inc. 2186 Kirby Lane, Syosset, NY 11791, in  
the sum of \$201,827.61 and recommends acceptance of their bid to the Town Board;

NOW, THEREFORE, BE IT

RESOLVED, that the bid from Roadwork Ahead, Inc., 2186 Kirby Lane,  
Syosset, NY 11791, for the 2016-2017 On Call Snow Plowing Services Contract, Town  
of Hempstead Parking Fields, Southwest Area, PW# 53-16 be accepted subject to the  
execution of a contract by it; and BE IT

FURTHER RESOLVED, that the bidder's Labor & Materials Bond and  
Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's  
Office with the contract; and BE IT

FURTHER RESOLVED, that the Supervisor hereby is authorized to make  
payments under the contract executed by the successful bidder from Account No:  
200-003-5650-4680 Contract Fees.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 28

Case # 26850



CASE NO:

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO EXECUTE AN AGREEMENT WITH LABOR  
EDUCATION AND COMMUNITY SERVICES  
AGENCY, INC.

WHEREAS, the Town currently provides an Employees Assistance program for its employees; and

WHEREAS, it is desired that this Employee Assistance Program be supplemented to provide greater assistance to Town of Hempstead employees; and

WHEREAS, Labor Education and Community Services Agency, Inc. has submitted a proposed contract to the Town of Hempstead Department of Human Resources outlining certain services to be provided to Town of Hempstead employees; and

WHEREAS, it is the recommendation of the Department of Human Resources and it is in the best interest of the Town that this agreement be accepted;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute the agreement with Labor Education and Community Services Agency, Inc. 390 Rebro Drive, Hauppauge, New York to provide an employee assistance program for the period of October 1, 2016 through March 31, 2017 and that payment for such program be made to Labor Education and Community Services Agency, Inc. in the amount of \$26,000.00 to be paid in two installments of \$13,000.00 from undistributed General Fund, Fees and Services Account No. 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 30

Case # 27868

**LABOR EDUCATION & COMMUNITY SERVICE AGENCY, INC.**  
**EMPLOYEE ASSISTANCE PROGRAM**  
**390 Rabro Drive**  
**Hauppauge, New York 11788**  
**(631) 851-1295**  
**(631) 851-1299**

**SERVICE AGREEMENT**  
**BETWEEN:**

**LECSA**

**EMPLOYEE ASSISTANCE PROGRAM**

**AND**

**Town of Hempstead**

**October 1, 2016 – March 31, 2017**

## INTRODUCTION

The Labor Education & Community Services Agency, Inc. (LECSA) proposes to conduct an Employee Assistance Program for the **Town of Hempstead**. The staff at LECSA-EAP regards each employee who calls and/or walks through our doors as an individual, to be treated with respect and dignity.

### **LECSA provides...**

- Assessment and short-term counseling for employees and management as well as referrals to outside providers.
- Training for management on how to make referrals to the EAP program. This involves training in how to speak with employees to facilitate a productive exchange and prevent counterproductive behavior.

## LECSA'S OBLIGATION TO YOU

We will implement this contract on **October 1, 2016**. In the event that this contract is ever not renewed by the **Town of Hempstead** we will stand by you for 30 days to make sure your employees' treatment is never undermined.

We are not affiliated with any hospitals, insurance companies or treatment centers. This gives us the ability to manage our program independently. We will be available to the employees as well as their family members.

## DELIVERY OF SERVICE

At LECSA, a counselor takes on many roles:

- Providing evaluation, assessment and short term counseling to employees and their family members.
- Linking individuals with existing resources such as therapists, alcohol/other drug treatment programs, self-help groups, financial counseling agencies, and legal services.
- Providing referrals to Social Service agencies for those employees in immediate need.
- Providing guidance regarding how to approach an individual about his/her substance use and getting the individual into the proper treatment program.
- Education about appropriate behaviors to prevent problems from developing in the work environment.

Our counselors are available, if needed, 24 hours a day, seven days a week. Any time a call is not answered by our staff (after hours or on weekends) our live answering service will answer the call. In an emergency, the service is able to get in touch with one of our counselors who will return the call as soon as possible.

We provide a monthly mental health topic article which is sent to a contact person for distribution to the employees and to be posted conspicuously where employees can read it. The newsletter covers a variety of subjects and members are encouraged to call our office if they would like more information on the monthly subject matter.

### HOW TO GET HELP:

**Call our office directly.** Calling the EAP is a positive first step. Your courage and commitment will pay dividends in time. We can explore your options and decide how the EAP can help with issues in your personal life as well as on the job. Family members are also covered by the LECSA-EAP contract.

Whether an employee's needs can be met with just a few sessions or they will require long term treatment will be determined soon after the first call is placed. If an employee would like to come to our office, an appointment will be scheduled as soon as schedules permit. If it is determined at that time that resolution to the problem is possible in 2-3 sessions, the employee will continue to come to our offices. At times a direct referral to an outside provider may be preferable or clinically indicated. This is a decision that is made jointly by our trained staff and the employee.

Our clinicians are licensed social workers with specialty certifications in DOT, SAP requirements, experiential therapy, addictions, and employee assistance.

We will refer only to providers with whom we have established relationships and who participate in the employee's insurance plan. LECSA-EAP only works with providers who are licensed by the State of New York and will be chosen from our list of private practitioners, local mental health clinics, other licensed treatment programs as well as support groups. Before we refer an employee to any practitioner, LECSA has obtained the practitioner's credentials, specialties, training background and malpractice insurance verification. We determine their certifications/specialties, hours of operation and what insurances they accept. We closely monitor this list, edit it often and continually add new providers to it.

## **MANDATED/ADMINISTRATIVE REFERRALS**

If an employee is referred to LECSA-EAP as the result of a positive drug test special productive confrontational approaches are needed. In such cases our clinicians will make full use of their knowledge in the dynamics of substance use. In addition, we have qualified substance abuse professionals (SAP) on staff, as required by the D.O.T.



We also handle other kinds of administrative referrals due to problematic behavior in the workplace, excessive use of sick time, etc.

For DWI cases our assessment specialists are authorized by the NY State Office of Alcoholism and Substance Abuse Services (OASAS) to perform DMV evaluations and referrals.

## **CONFIDENTIALITY**

Your employees are guaranteed to receive confidential services. Our licensed clinical staff members strictly adhere to the Health Information Portability Privacy Act (HIPPA) guidelines, and Federal Confidentiality laws (CFR-42) We act in accordance with town and government regulations to ensure that the privacy of each individual is respected. In order for LECSA to release any confidential information about one of our clients the identified individual must sign consent to release information form which authorizes us to share only the designated specific information with third parties. In cases of extreme emergency (suicidal, homicidal intent) and whenever child abuse is disclosed a signed consent is not required to notify the appropriate authorities.

## **CRISIS OR CATASTROPHE**

We have a track record in working in the aftermath of a crisis. When traumatic events occur we are there with the appropriate support necessary to help employees cope with catastrophic events. We can work with both individuals and entire work units to help resolve anger, fear, blame, shame and guilt. We understand what psychological responses to expect.

## **OUTREACH TO EMPLOYEES**

We will provide orientation for all employees to inform them about their EAP program benefits. We also recommend regular meetings with the Organization Coordinating Committee to assure that your program is running effectively. We will assist the Coordinating Committee with preparation of

written policies/procedures and the development of community resources.

## **REPORTS**

We will provide yearly statistical reports with complete confidentiality (i.e., no employee is identified). If requested, we will provide quarterly statistical reporting.

## **SECURITY**

LECSA will ensure that our personnel comply with all appropriate operational and lawful requirements.

All our employees shall possess for the term of this agreement the necessary qualifications, permits and licenses in order to perform the services required including malpractice and liability insurance.

**Please note: any combination of 5 of the following workshops are available under this contract.**

- **Employee Orientation**
- **Stress Management**
- **Anger Management**
- **Supervisory Training**
- **Sexual Harassment**

## **Summary of LECSA-EAP Services**

**Assessment / Evaluation  
DOT, SAP Cases, DWI Cases**

**Short-Term Treatment**

**Referrals for Long-Term Treatment**

**Chemical Dependency Intervention**

**Case Management Services**

**Social Service Information**

**Supervisory Help**

**Monthly Mental Health Topic Articles**

**Crisis Intervention**

**Orientations**

**Coordinating Committee Assistance**

**Workshops**

**Statistical Reports**

## **COST OF CONTRACT**

The contract will be in effect for six months and the cost for all services for all employees, full-time, part-time, and seasonal will be \$26,000.00.

Payments shall be made in two installments of \$ 13,000.00.

The annual fee covers all clinical services, referrals, management consultation, DOT mandated activities, training, workshops, and record keeping, out-reach materials and advice.

**INDEMNITY CLAUSE**

Lecsa shall defend, indemnify the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of its performance pursuant to the terms of this agreement provided, however, that any liability arising out of or in connection with this agreement was not caused by or resulting from the negligence of the Town.

LECSA shall take and assume all responsibility for its actions taken pursuant to this Agreement and take all reasonable precautions for the prevention of injuries to persons and property; LECSA shall bear all losses and LECSA and its surety or insurance company shall assume the defense of and indemnify and save harmless the Town and its officers, employees and agents, from any and all claims for injuries or damages to any person, corporation or property, caused by, or in any way arising out of the performance by LECSA, it's agents, servants or employees.

\_\_\_\_\_  
Anthony Santino  
Town Supervisor

\_\_\_\_\_  
Date



**LABOR EDUCATION & COMMUNITY SERVICES AGENCY, INC.**

*Roger Clayman* \_\_\_\_\_

9/1/2016

\_\_\_\_\_  
Roger Clayman,  
Executive Director

\_\_\_\_\_  
Date

**INDEMNITY CLAUSE**

Lecsa shall defend, indemnify the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of its performance pursuant to the terms of this agreement provided, however, that any liability arising out of or in connection with this agreement was not caused by or resulting from the negligence of the Town.

LECSA shall take and assume all responsibility for its actions taken pursuant to this Agreement and take all reasonable precautions for the prevention of injuries to persons and property; LECSA shall bear all losses and LECSA and its surety or insurance company shall assume the defense of and indemnify and save harmless the Town and its officers, employees and agents, from any and all claims for injuries or damages to any person, corporation or property, caused by, or in any way arising out of the performance by LECSA, it's agents, servants or employees.

\_\_\_\_\_  
Anthony Santino  
Town Supervisor

\_\_\_\_\_  
Date



**LABOR EDUCATION & COMMUNITY SERVICES AGENCY, INC.**

*Roger Clayman*  
\_\_\_\_\_  
Roger Clayman,  
Executive Director

9/1/2016

\_\_\_\_\_  
Date

COUNCIL MEMBERS  
DOROTHY L. GOOSBY  
GARY HUBES  
EDWARD A. AMBROSINO  
BRUCE A. BLAKEMAN  
ERIN KING SWZENEY  
ANTHONY P. D'ESPOSITO  
NASRIN G. AHMAD  
TOWN CLERK

DONALD X. CLAVIN, JR.  
RECEIVER OF TAXES

WILLIAM F SAMMON, JR.  
DIRECTOR

# TOWN OF HEMPSTEAD

DEPARTMENT

OF

HUMAN RESOURCES

350 FRONT STREET, HEMPSTEAD, N.Y. 11550-4037  
(516) 489-5000



ANTHONY J. SANTINO  
SUPERVISOR

## CONTRACTOR'S /VENDOR'S NAME

### DISCLOSURE STATEMENT

CONTRACTOR/VENDOR NAME: Labor Education + Community Service LLC Agency

ADDRESS: 390 Rabo Drive

CITY & STATE: Hempstead NY 11788

PAYEE IDENTIFICATION OR SOCIAL SECURITY NO.: [REDACTED]

TYPE OF BUSINESS: EAP - Employee Assistance Program

CORPORATION \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_

TABLE OF ORGANIZATION. PLEASE LIST ON SEPARATE SHEET: Name & Addresses of all principals, that is, all individuals serving on the Board of Directors or comparable body, names & addresses of all partner, name & addresses of all corporate officers.

List all names & addresses of those individual shareholders holding more than five percent (5%) interest in the firm: (If Applicable)

SIGNATURE: [Handwritten Signature] Date: 8/24/12

TITLE: Controller

**LECSA Executive Board  
2016**

<u>Name</u>	<u>Union</u>	<u>Address</u>
Richard Hendershot	IBT Local 237	216 West 14 <sup>th</sup> St. New York, NY 10011
Dominick Macchia	IBEW	12 Elmwood Lane Syosset, NY 11791
Gemma deLeon	RWDSU Local 1102	311 Crossway Park Dr. Woodbury, NY 11797
John Durso	RWDSU Local 338	1505 Kellum Place Mineola, NY 11501
Nicholas LaMorte	CSEA Region 1	3 Garret Place Commack, NY 11725
William Hennessey	ILA Local 342	501 William Floyd Pkwy Shirley, NY 11967
Patrick Guidice	IBEW Local 1049	100 Corporate Drive Holtsville, NY 11742
Walter Barton	NALC	630 Broadway Amityville, NY 11701
Richard O’Kane	Nass/Suff Bldg Trades Council	300 Motor Parkway Hauppauge, NY 11788

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RESOLUTION TERMINATING, CREATING AND CONTINUING VARIOUS OFFICES, POSITIONS AND OCCUPATIONS IN THE TOWN GOVERNMENT OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, AND FIXING THE COMPENSATION AND SALARY TO BE PAID TO THE PERSONS OCCUPYING THE SAME.

WHEREAS, the Town Board of the Town of Hempstead has heretofore adopted resolutions staffing various offices, positions and occupations in the Town Government of the Town of Hempstead, Nassau County, New York, and fixing the compensation and salary to be paid to the persons occupying the same; and

WHEREAS, it is the decision of this board that all persons holding the various offices, positions and occupations, with the compensation for each such offices, positions and occupations be stated for the period commencing January 1, 2017 unless otherwise indicated;

NOW, THEREFORE, BE IT

RESOLVED, that there be adopted in the Town of Hempstead the staffing and terminating of offices, positions and occupations in the Town Government of the Town of Hempstead, with compensation and salary to be paid to the persons occupying the same as shown opposite each respective office, position and occupation as set forth on certain listing attached hereto and made part hereof, effective January 1, 2017, except as otherwise indicated therein, prepared on behalf of the Town Board, and filed in the office of the Town Clerk immediately upon the adoption hereof; and BE IT FURTHER

RESOLVED, that the services of said officers and employees shall be in accordance with the Civil Service Law of the State of New York and any other applicable laws, regulations or contracts; and BE IT FURTHER

RESOLVED, that any inconsistent provisions of previous resolutions referred to hereinabove shall be deemed to be superseded and of no further force and effect; and BE IT FURTHER

RESOLVED, that the staffing of offices, positions and occupations authorized herein shall continue until further resolutions of the Town Board modifying same.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 31

Case # 7



CASE NO.

7

Resolution- Amending Resolution No. 38-2017 Re: Various offices, positions & occupations in the Town Government of the Town of Hempstead

Item # 32

Case # 7

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "REGULATIONS AND RESTRICTIONS" TO LIMIT PARKING AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Chapter 202 of the Code of the Town of Hempstead entitled "REGULATIONS AND RESTRICTIONS" to limit parking at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 122-2016, Print No. 1 to amend the said Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS AND RESTRICTIONS" to limit parking at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on January 24, 2017, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 122-2016, Print No. 1, to amend Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS AND RESTRICTIONS" to limit parking at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 33

Case # 29620

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 24<sup>th</sup> day of January, 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE "REGULATIONS AND RESTRICTIONS " to limit parking at the following locations:

BELLMORE  
Section 202-15

OAK STREET (TH 555/16) South Side - TWO HOUR PARKING  
11 AM - 2 PM EXCEPT SATURDAYS, SUNDAYS &  
HOLIDAYS - starting at a point 95 feet west of a point opposite  
the west curbline of Oak Court, west for a distance of 47 feet.

MERRICK  
Section 202-11

CAYUGA DRIVE (TH 546/16) South Side - FOUR HOUR  
PARKING 8 AM - 6 PM EXCEPT SATURDAYS, SUNDAYS &  
HOLIDAYS - starting at a point 108 feet west of the west curbline  
of Seneca Drive East, west for a distance of 157 feet.

SENECA DRIVE EAST (TH 536/16) East Side - TWO HOUR  
PARKING 8 AM - 6 PM EXCEPT SATURDAYS, SUNDAYS &  
HOLIDAYS - starting at a point 30 feet north of a point opposite  
the north curbline of Cayuga Drive, north for a distance of 53 feet.

SEAFORD  
Section 202-4

JACKSON AVENUE (TH 524/16) West Side - NO PARKING  
7 AM - 7 PM EXCEPT SATURDAYS, SUNDAYS &  
HOLIDAYS - starting at the south curbline of Franklin Ave. south  
for a distance of 112 feet.

UNIONDALE  
Section 202-12

BEDFORD AVENUE (TH 501/16) East Side - NO PARKING  
6:30 AM - 8:30 PM - starting at a point 58 feet south of the  
southeast curbline of Mize Ct., then south for a distance of 30 feet.

WANTAGH  
Section 202-10

LOCUST AVENUE (TH 512/16) North Side - NO PARKING  
ANYTIME - starting at a point 308 feet west of a point opposite  
the west curbline of Corral Path, west for a distance of 54 feet.

WILLOW STREET (TH 509/16) East Side - NO PARKING  
9 AM - 5 PM MONDAY THRU FRIDAY - starting at a point 62  
feet north of the north curbline of Walters Avenue, north for a  
distance of 150 feet.

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

SEAFORD  
Section 202-4

JACKSON AVENUE (TH 174/84) West Side - NO PARKING  
7 AM - 7 PM EXCEPT SATURDAYS, SUNDAYS &  
HOLIDAYS - from the south curbline of Franklin Ave. to the  
north curbline of Hudson Ave. (Adopted 9/11/84)

WANTAGH  
Section 202-10

WILLOW STREET (TH 679/01) East Side - NO PARKING  
9 AM - 5 PM MONDAY THRU FRIDAY EXCEPT  
SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point  
60 feet north of the north curbline of Walters Avenue, north for a  
distance of 75 feet. (Adopted 9/10/02)

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

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

Dated: January 10, 2016  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

Town of Hempstead

A local law to amend Chapter two hundred two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "REGULATIONS AND RESTRICTIONS" to limit parking at various locations.

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

Section 1. Chapter two hundred two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Chapter last amended by local law number ninety-eight of two thousand sixteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BELLMORE Section 202-15 OAK STREET (TH 555/16) South Side - TWO HOUR PARKING 11 AM - 2 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 95 feet west of a point opposite the west curbline of Oak Court, west for a distance of 47 feet.

MERRICK Section 202-11 CAYUGA DRIVE (TH 546/16) South Side - FOUR HOUR PARKING 8 AM - 6 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 108 feet west of the west curbline of Seneca Drive East, west for a distance of 157 feet.

SENECA DRIVE EAST (TH 536/16) East Side - TWO HOUR PARKING 8 AM - 6 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 30 feet north of a point opposite the north curbline of Cayuga Drive, north for a distance of 53 feet.

SEAFORD Section 202-4 JACKSON AVENUE (TH 524/16) West Side - NO PARKING 7 AM - 7 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at the south curbline of Franklin Ave. south for a distance of 112 feet.

UNIONDALE Section 202-12 BEDFORD AVENUE (TH 501/16) East Side - NO PARKING 6:30 AM - 8:30 PM - starting at a point 58 feet south of the southeast curbline of Mize Ct., then south for a distance of 30 feet.

WANTAGH Section 202-10 LOCUST AVENUE (TH 512/16) North Side - NO PARKING ANYTIME - starting at a point 308 feet west of a point opposite the west curbline of Corral Path, west for a distance of 54 feet.

WILLOW STREET (TH 509/16) East Side - NO PARKING 9 AM - 5 PM MONDAY THRU FRIDAY - starting at a point 62 feet north of the north curbline of Walters Avenue, north for a distance of 150 feet.

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

SEAFORD Section 202-4 JACKSON AVENUE (TH 174/84) West Side - NO PARKING 7 AM - 7 PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - from the south curbline of Franklin Ave. to the north curbline of Hudson Ave. (Adopted 9/11/84)

WANTAGH  
Section 202-10

WILLOW STREET (TH 679/01) East Side - NO PARKING  
9 AM - 5 PM MONDAY THRU FRIDAY EXCEPT  
SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point  
60 feet north of the north curbline of Walters Avenue, north for a  
distance of 75 feet. (Adopted 9/10/02)

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

CASE NO. 29621

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A  
PROPOSED LOCAL LAW TO AMEND SECTION  
202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD  
TO INCLUDE AND REPEAL "PARKING OR STANDING  
PROHIBITIONS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-1 of the Code of the Town of Hempstead entitled "PARKING OR STANDING PROHIBITIONS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 123-2016, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on January 24, 2017, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 123-2016, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 34

Case # 29621

## NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 24<sup>th</sup> day of January, 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE "PARKING OR STANDING PROHIBITIONS" at the following locations:

### BALDWIN

ATLANTIC AVENUE (TH 508/16) South Side - NO STOPPING ANYTIME - starting at a point 225 feet east of the east curbline of Eastern Boulevard, then east for a distance of 125 feet.

### EAST MEADOW

CARMAN AVENUE (TH 498/16) West Side - NO STOPPING ANYTIME - starting at a point 195 feet north of the north curbline of Hempstead Turnpike, north for a distance of 150 feet.

EAST MEADOW AVENUE (TH 418/16) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Noble Street, south for a distance of 25 feet.

EAST MEADOW AVENUE (TH 418/16) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Noble Street, north for a distance of 25 feet.

EAST MEADOW AVENUE (TH 418/16) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Noble Street, north for a distance of 25 feet.

EAST MEADOW AVENUE (TH 418/16) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Noble Street, south for a distance of 20 feet.

### ELMONT

PLAINFIELD AVENUE (TH 534/16) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Pelham Street, north for a distance of 38 feet.

### GARDEN CITY SOUTH

KILBURN ROAD SOUTH (TH 281/16) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Terrace Ave., south for a distance of 30 feet.

TERRACE AVENUE (TH 281/16) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Kilburn Road South, east for a distance of 20 feet.

### LEVITTOWN

COTTON LANE (TH 530/16) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Wantagh Avenue, west for a distance of 46 feet.

COTTON LANE (TH 530/16) South Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Wantagh Avenue, west for a distance of 63 feet.



SALEMLANE (TH 557/16) South Side - NO STOPPING ANYTIME - starting at a point 77 feet east of the east curblane of Academy Lane, east for a distance of 35 feet.

NORTH BELLMORE

BELLMORE AVENUE (TH 525/16) West Side - NO STOPPING ANYTIME - starting at the north curblane of Davenport Place, north for a distance of 125 feet.

BELLMORE AVENUE (TH 525/16) West Side - NO STOPPING HERE TO CORNER - starting at the south curblane of Davenport Place, south for a distance of 59 feet.

BELLMORE AVENUE (TH 525/16) East Side - NO STOPPING HERE TO CORNER - starting at the south curblane of Alice Avenue, south for a distance of 68 feet.

BELLMORE AVENUE (TH 453/16) West Side - NO STOPPING HERE TO CORNER - starting at the north curblane of Lincoln Street, north for a distance of 27 feet.

BELLMORE AVENUE (TH 453/16) West Side - NO STOPPING HERE TO CORNER - starting at the south curblane of Lincoln Street, south for a distance of 27 feet.

BELLMORE ROAD (TH 549/16) East Side - NO STOPPING ANYTIME - starting at a point 20 feet north of the north curblane of Doris Ave., north for a distance of 67 feet.

LINCOLN STREET (TH 453/16) South Side - NO STOPPING HERE TO CORNER - starting at the west curblane of Bellmore Avenue, west for a distance of 30 feet.

WANTAGH

LOCUST AVENUE (TH 512/16) North Side - NO PARKING ANYTIME - starting at a point 308 feet west of a point opposite the west curblane of Corral Path, west for a distance of 54 feet.

WEST HEMPSTEAD

DOGWOOD AVENUE (TH 447/16) East Side - NO STOPPING ANYTIME - starting at the northeast corner of Cornwell Avenue, then north for a distance of 197 feet.

ALSO, to REPEAL from Section 202-1 "PARKING OR STANDING PROHIBITIONS"

at the following locations:

EAST MEADOW

CARMAN AVENUE (TH 497/08) West Side - NO STOPPING ANYTIME - starting at a point 195 feet north of the north curblane of Hempstead Turnpike, north for a distance of 88 feet. (Adopted 1/6/09)

ELMONT

PLAINFIELD AVENUE (TH 131/11) East Side - NO STOPPING HERE TO CORNER - starting at the north curblane of Pelham Street, north for a distance of 30 feet. (Adopted 10/4/11)

ROSSER AVENUE (TH 342/16) North Side - NO STOPPING HERE TO CORNER - starting at the east curblane of Hill Ave., east for a distance of 25 feet. (Adopted 11/15/16)

GARDEN CITY SOUTH

KILBURN ROAD SOUTH (TH 281/16) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Terrace Ave., south for a distance of 40 feet. (Adopted 9/20/16)

KILLBURN ROAD SOUTH (TH 281/16) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Terrace Ave., south for a distance of 25 feet. (Adopted 9/20/16)

TERRACE AVENUE (TH 141/10) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Kilburn Road South, east for a distance of 30 feet. (Adopted 9/7/10)

NORTH BELLMORE

BELLMORE AVENUE (TH 638/08) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Davenport Place, north for a distance of 75 feet. (Adopted 4/14/09)

BELLMORE AVENUE (TH 638/08) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Davenport Place, south for a distance of 45 feet. (Adopted 4/14/09)

ROOSEVELT

BABYLON TURNPIKE (TH 213/94) East Side - NO STOPPING ANYTIME - starting at a point 59 feet north of the north curbline of Seaman Court, north for a distance of 40 feet. (Adopted 1/14/97)

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

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

Dated: January 10, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations.

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

Section 1. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number ninety-nine of two thousand sixteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BALDWIN ATLANTIC AVENUE (TH 508/16) South Side - NO STOPPING ANYTIME - starting at a point 225 feet east of the east curblineline of Eastern Boulevard, then east for a distance of 125 feet.

EAST MEADOW CARMAN AVENUE (TH 498/16) West Side - NO STOPPING ANYTIME - starting at a point 195 feet north of the north curblineline of Hempstead Turnpike, north for a distance of 150 feet.

EAST MEADOW AVENUE (TH 418/16) East Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of Noble Street, south for a distance of 25 feet.

EAST MEADOW AVENUE (TH 418/16) East Side - NO STOPPING HERE TO CORNER - starting at the north curblineline of Noble Street, north for a distance of 25 feet.

EAST MEADOW AVENUE (TH 418/16) West Side - NO STOPPING HERE TO CORNER - starting at the north curblineline of Noble Street, north for a distance of 25 feet.

EAST MEADOW AVENUE (TH 418/16) West Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of Noble Street, south for a distance of 20 feet.

ELMONT PLAINFIELD AVENUE (TH 534/16) East Side - NO STOPPING HERE TO CORNER - starting at the north curblineline of Pelham Street, north for a distance of 38 feet.

GARDEN CITY SOUTH KILBURN ROAD SOUTH (TH 281/16) East Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of Terrace Ave., south for a distance of 30 feet.

TERRACE AVENUE (TH 281/16) South Side - NO STOPPING HERE TO CORNER - starting at the east curblineline of Kilburn Road South, east for a distance of 20 feet.

LEVITTOWN COTTON LANE (TH 530/16) North Side - NO STOPPING HERE TO CORNER - starting at the west curblineline of Wantagh Avenue, west for a distance of 46 feet.

COTTON LANE (TH 530/16) South Side - NO STOPPING HERE TO CORNER - starting at the west curblineline of Wantagh Avenue, west for a distance of 63 feet.

SALEM LANE (TH 557/16) South Side - NO STOPPING ANYTIME - starting at a point 77 feet east of the east curblineline of Academy Lane, east for a distance of 35 feet.

NORTH BELLMORE

BELLMORE AVENUE (TH 5/16) West Side - NO STOPPING ANYTIME - starting at the north curbline of Davenport Place, north for a distance of 125 feet.

BELLMORE AVENUE (TH 525/16) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Davenport Place, south for a distance of 59 feet.

BELLMORE AVENUE (TH 525/16) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Alice Avenue, south for a distance of 68 feet.

BELLMORE AVENUE (TH 453/16) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Lincoln Street, north for a distance of 27 feet.

BELLMORE AVENUE (TH 453/16) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Lincoln Street, south for a distance of 27 feet.

BELLMORE ROAD (TH 549/16) East Side - NO STOPPING ANYTIME - starting at a point 20 feet north of the north curbline of Doris Ave., north for a distance of 67 feet.

LINCOLN STREET (TH 453/16) South Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Bellmore Avenue, west for a distance of 30 feet.

WANTAGH

LOCUST AVENUE (TH 512/16) North Side - NO PARKING ANYTIME - starting at a point 308 feet west of a point opposite the west curbline of Corral Path, west for a distance of 54 feet.

WEST HEMPSTEAD

DOGWOOD AVENUE (TH 447/16) East Side - NO STOPPING ANYTIME - starting at the northeast corner of Cornwell Avenue, then north for a distance of 197 feet.

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number ninety-nine of two thousand sixteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

EAST MEADOW

CARMAN AVENUE (TH 497/08) West Side - NO STOPPING ANYTIME - starting at a point 195 feet north of the north curbline of Hempstead Turnpike, north for a distance of 88 feet. (Adopted 1/6/09)

ELMONT

PLAINFIELD AVENUE (TH 131/11) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Pelham Street, north for a distance of 30 feet. (Adopted 10/4/11)

ROSSER AVENUE (TH 342/16) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Hill Ave., east for a distance of 25 feet. (Adopted 11/15/16)

GARDEN CITY SOUTH

KILBURN ROAD SOUTH (TH 281/16) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Terrace Ave., south for a distance of 40 feet. (Adopted 9/20/16)

KILLBURN ROAD SOUTH (TH 281/16) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Terrace Ave., south for a distance of 25 feet. (Adopted 9/20/16)

TERRACE AVENUE (TH 141/10) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Kilburn Road South, east for a distance of 30 feet. (Adopted 9/7/10)

NORTH BELLMORE

BELLMORE AVENUE (TH 638/08) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Davenport Place, north for a distance of 75 feet. (Adopted 4/14/09)

BELLMORE AVENUE (TH 638/08) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Davenport Place, south for a distance of 45 feet. (Adopted 4/14/09)

ROOSEVELT

BABYLON TURNPIKE (TH 213/94) East Side - NO STOPPING ANYTIME - starting at a point 59 feet north of the north curbline of Seaman Court, north for a distance of 40 feet. (Adopted 1/14/97)

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

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-5 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "ARTERIAL STOPS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-5 of the Code of the Town of Hempstead entitled "ARTERIAL STOPS"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 124-2016, Print No. 1 to amend the said Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on January 24, 2017, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 124-2016, Print No. 1, to amend Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 35

Case # 29622

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 24<sup>th</sup> day of January, 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

- |               |   |
|---------------|---|
| ELMONT        | DUTCH BROADWAY (TH 503/16) STOP - all traffic traveling northbound on Glafil St. shall come to a full stop.   |
| POINT LOOKOUT | BAYSIDE DRIVE (TH 523/16) STOP - all traffic traveling northbound on Inwood Avenue shall come to a full stop. |

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

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

Dated: January 10, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

Town of Hempstead

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

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

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

- |               |   |
|---------------|---|
| ELMONT        | DUTCH BROADWAY (TH 503/16) STOP - all traffic traveling northbound on Glafil St. shall come to a full stop.   |
| POINT LOOKOUT | BAYSIDE DRIVE (TH 523/16) STOP - all traffic traveling northbound on Inwood Avenue shall come to a full stop. |

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



ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-56 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "PARKING FOR FIREMEN ONLY" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-56 of the Code of the Town of Hempstead entitled "PARKING FOR FIREMEN ONLY"; and

WHEREAS, has introduced a proposed local law known as Intro. No. 125-2016, Print No. 1 to amend the said Section 202-56 of the Code of the Town of Hempstead to include "PARKING FOR FIREMEN ONLY" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on January 24, 2017, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 125-2016, Print No. 1, to amend Section 202-56 of the Code of the Town of Hempstead to include "PARKING FOR FIREMEN ONLY" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 36

Case # 20206

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 24<sup>th</sup> day of January , 2017, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-56 of the code of the Town of Hempstead to INCLUDE "PARKING FOR FIREMEN ONLY" at the following location:

WANTAGH                      MERRICK ROAD (TH 490/16) North Side - NO PARKING FIREMEN ONLY - starting at the east curbline of Arby Court, east for a distance of 128 feet.

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

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

Dated: January 10, 2017  
Hempstead, New York

ANTHONY J. SANTINO  
Supervisor

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

Nasrin G. Ahmad  
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash fifty-six of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "PARKING FOR FIREMEN ONLY" at various locations.

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

Section 1. Section two hundred two dash fifty-six of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number sixty-seven of two thousand ten is hereby amended by including therein "PARKING FOR FIREMEN ONLY" at the following location:

WANTAGH                      MERRICK ROAD (TH 490/16) North Side - NO PARKING FIREMEN ONLY - starting at the east curblineline of Arby Court, east for a distance of 128 feet.

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

CASE NO.

RESOLUTION NO.

Adopted:

\_\_\_\_\_ offered the following resolution  
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL  
LAW TO AMEND SECTION 181-14 OF CHAPTER 181 OF THE  
CODE OF THE TOWN OF HEMPSTEAD INSOFAR AS TO ADD  
NEW SUBSECTIONS C AND D THERETO, IN RELATION TO  
OBSTRUCTIONS ON SIDEWALKS, ROADS, AND STREETS

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

WHEREAS, it is in the public interest to consider the  
enactment of a local law to amend section 181-14 of Chapter  
181 of the Code of the Town of Hempstead, insofar as to add  
new subsections C and D thereto, in relation to  
Obstructions on Sidewalks, Roads, and Streets; and

WHEREAS, \_\_\_\_\_ has introduced the  
proposed local law known as Intro. No. 1-2017 Print No. 1,  
as aforesaid; and

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town  
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,  
Village and Town of Hempstead, New York on the 24<sup>th</sup> day of  
January, 2017 at 10:30 o'clock in the forenoon of that day  
at which time all interested persons shall be heard on the  
enactment of a local law known as Intro. No. 1-2017, Print  
No. 1, to amend section 181-14 of Chapter 181 of the Code  
of the Town of Hempstead, insofar as to add new subsections  
C and D thereto, in relation to Obstructions on Sidewalks,  
Roads, and Streets; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item # 37

Case # 20155

NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 24<sup>th</sup> day of January, 2017, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend section 181-14 of Chapter 181 of the Code of the Town of Hempstead, insofar as to add new subsections C and D thereto, in relation to Obstructions on Sidewalks, Roads, and Streets.

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

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

Dated: Hempstead, New York  
January 10, 2017

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

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Town of Hempstead

A local law to amend section 181-14 of Chapter 181 of the code of the town of Hempstead, insofar as to add new subsections C and D thereto, in relation to Obstructions on Sidewalks, Roads, and Streets.

Introduced by:

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

Section 1. Section 181-14 of Chapter 181 of the code of the town of Hempstead shall henceforth read as follows:

Chapter 181  
Sidewalks, Roads, and Streets

\* \* \*

§ 181-14. Obstructions.

\* \* \*

C. Owners, occupants or persons in charge of buildings, vacant land or single-family dwellings shall keep the sidewalk abutting their property free from filth, dirt, weeds or other obstructions or encumbrances not covered by Section 181-14(A) and such owner shall be liable for any injury or damage by reason of omission, failure or negligence to make, maintain or repair such sidewalk or for a violation or nonobservance relating to making, maintaining and repairing sidewalks, curbstones and gutters.

D. Any person who violates any provision of this section shall additionally be subject to a fine of up to \$250 for each such violation, and each day that such violation exists shall constitute a separate offense. In the event that this section conflicts or is inconsistent with any other Town law or ordinance, this section shall apply.

Section 2. This local law shall become effective immediately upon filing with the secretary of state.



NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 24<sup>th</sup> day of January, 2017, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend section 181-11 of Chapter 181 of the Code of the Town of Hempstead, in relation to the removal of snow, ice, and obstructions from sidewalks, roads and streets.

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

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

Dated: Hempstead, New York  
January 10, 2017

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

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk



Town of Hempstead

A local law to amend section 181-11 of Chapter 181 of the Code of the Town of Hempstead, in relation to the removal of snow, ice, and obstructions from sidewalks, roads and streets.

Introduced by:

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

Section 1. Section 181-11 of Chapter 181 of the code of the town of Hempstead, as constituted by local law number twelve of nineteen hundred forty-four and to the extent as heretofore amended, hereby is amended, and shall henceforth read as follows:

Chapter 181  
Sidewalk, Roads and Streets

\* \* \*

§ 181-11 Removal of snow, ice and obstruction.

A. Owners, occupants or persons in charge of buildings, vacant land or single-family dwellings are hereby required to keep the sidewalks, steps, walks, driveways, parking areas and similar paved areas in front of, adjoining or in any way contiguous to their building or land free from obstruction by snow and ice.

B. Owners, occupants or persons in charge of buildings, vacant land or single dwellings shall commence removal of such snow and ice immediately upon the cessation of any snowstorm and shall complete the removal of any such snow and ice from the entire sidewalks, steps, walks, driveways, parking areas and similar paved areas in front of, adjoining or in any way contiguous to their building or land within twenty-four hours after a snowfall.

C. No person, firm or corporation shall deposit, throw, place or strew, nor shall any person, firm or corporation cause to be deposited, thrown, placed or strewn, any snow or ice upon any street, avenue or roadway within the Town of Hempstead.

D. The owner or occupant of property which is a corner lot shall further be required to clear and maintain a four-foot-wide path free of snow and ice between the sidewalk and the curb of the street at the corner.

E. The owner or occupant of property which adjoins a sidewalk adjacent to a crosswalk shall further be

required to clear and maintain a four-foot-wide path free of snow and ice from the sidewalk to the beginning of the crosswalk of the curb of the street.

F. Owners, occupants or persons in charge of buildings, vacant land or single-family dwellings shall be liable for any injury or damage by reason of omission, failure or negligence to make, maintain or repair sidewalks, curbstones and gutters cleared of snow.

G. Any person who violates any provision of this chapter shall further be subject to a fine of up to \$250 for each such violation, and each day that the violation shall exist shall be a separate offense. In the event that this section conflicts or is inconsistent with any other Town law or ordinance, this section shall apply.

Section 2. This local law shall become effective immediately upon filing with the secretary of state.



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on Tuesday, the 24th day of January , 2017, at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, for the purpose of considering a proposal made by the Incorporated Village of East Rockaway, New York, for furnishing fire protection services within the Angle Sea Fire Protection District, for a period of three years commencing January 1, 2016 and expiring December 31, 2018, for the sum of \$9,977.00 for the 2016; \$10,077.00 for the year 2017; and \$10,178.00 for the year 2018.

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

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

Dated: Hempstead, New York  
January 10 , 2017.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED CONTRACT WITH FRANKLIN SQUARE AND MUNSON FIRE DISTRICT FOR FURNISHING FIRE PROTECTION SERVICES IN THE SOUTH FRANKLIN SQUARE FIRE PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the South Franklin Square Fire Protection District expired December 31, 2014 and the Franklin Square and Munson Fire District has offered to contract for a three (3) year period commencing January 1, 2015 and ending December 31, 2017 for the annual sum of \$174,727.00 for the year 2015; \$174,727.00 for the year 2016; and \$174,727.00 for the year 2017; and

WHEREAS, this Town Board deems it in the public interest to renew said contract for a further period of three years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 184 of the Town Law of the State of New York, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, January 24, 2017, at 10:30 o'clock in the forenoon of that day, for the purpose of considering the proposal of the Franklin Square and Munson Fire District to contract for a further period of three (3) years commencing January 1, 2015 and ending December 31, 2017, for the annual sum of \$174,727.00 for the year 2015; \$174,727.00 for the year 2016; and \$174,727.00 for the year 2017; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a notice of said public hearing, describing the proposed contract, once in a newspaper having a general circulation within the Town of Hempstead, at least once, not less than 10 days before the date of the public hearing.

The foregoing resolution was seconded by and adopted upon roll call as follows:

AYES:

NOES:

Item # 40

Case # 2558

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 24th day of January , 2017, 10:30 o'clock in the forenoon of that day, in the town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, for the purpose of considering a proposed renewal contract for fire protection within the South Franklin Square Fire Protection District with the Franklin Square and Munson Fire District, for a three (3) year period commencing on the first day of January, 2015 and ending on the 31st day of December, 2017, for the sum of \$174,727.00 for the year 2015; \$174,727.00 for the year 2016; \$174,727.00 for the year 2017.

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

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

Dated: Hempstead, New York  
January 10 , 2017

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

ANTHONY J. SANTINO  
Supervisor

NASRIN G. AHMAD  
Town Clerk

CASE NO. 29624

RESOLUTION NO.

RESOLUTING CALLING PUBLIC HEARING ON  
PETITION OF 1442 WANTAGH LLC.FOR REZONING  
PROPERTY AT WANTAGH, NEW YORK.

ADOPTED:

offered the following resolution and moved its  
adoption:

RESOLVED, that a public hearing be held January 24,  
2017, at 10:30 o'clock in the forenoon of that day in the  
Town Meeting Pavilion, Hempstead Town hall, 1 Washington  
Street, Hempstead, New York, to consider the petition of  
1442 WANTAGH LLC. for rezoning from Business X District &  
Residence A("R-A") to rezone the (R-A) portion of the  
Overall property to Business X at the premises located on  
the w/s of Wantagh Ave. 964.11' of Island Rd. situated in  
Wantagh, New York, and BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is  
directed to publish notice thereof once at least ten (10)  
days prior to date of hearing in Newsday.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item # 41

Case # 29624

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section 273 of Article 28 of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on January 24, 2017 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the petition of 1442 WANTAGH LLC, from Business X District & Residence A("R-A") to rezone the (R-A) portion of the Overall property to Business X on the following described premises at WANTAGH, New York:

A rectangular shaped parcel of land approx. 964.11' to the north of the intersection of Wantagh Ave. & Island Rd. West situated in WANTAGH, Town of Hempstead, County of Nassau, State of New York.

The above mentioned petition & maps which accompanies it are on file with the undersigned and may be viewed during office hours.

Any person interested in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

BY ORDER OF THE TOWN BOARD, TOWN OF HEMPSTEAD, N.Y.

Anthony J. Santino  
Supervisor

NASRIN G. AHMAD  
Town Clerk

Dated: January 10, 2017  
Hempstead, N.Y.



RESOLUTION CALLING PUBLIC HEARING ON  
APPLICATION OF 1442 WANTAGH LLC.  
FOR A VARIANCE FROM PROVISIONS OF "GSS" ORDINANCE AT  
WANTAGH, NEW YORK

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing be held January 24, 2017 at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, to consider the application of 1442 WANTAGH LLC. for a variance from provisions of "GSS" Ordinance to operate a gasoline station & convenience store as wells as area, sign and parking variance on the following described premises located on the w/si of Wantagh Ave. with 964.11' n/of Island Rd. at WANTAGH, New York and BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is directed to publish notice thereof once at least ten (10) days prior to date of hearing in official newspaper.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 42

Case # 667

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on January 24, 2017 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of 1442 WANTAGH LLC. for variance from provisions of "GSS" Ordinance to operate gasoline station and convenience store as wells as area, sign and parking variance located on the following described premises at WANTAGH, New York:

A rectangular parcel of land approx. 964.11' to the north of the intersection of Wantagh Ave. & Island rd. West. w/frontage on Wantagh Ave. 201.59' situated in Wantagh, New York, County of Nassau, State of New York

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

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

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

ANTHONY J. SANTINO  
SUPERVISOR

NASRIN G. AHMAD  
TOWN CLERK

Dated: January 10, 2017  
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: PROVISIONAL PROMOTION FOR  
MATTHEW BISCARDI TO LANDSCAPE  
ARCHITECT II, IN THE DEPARTMENT OF  
PARKS AND RECREATION.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Matthew Biscardi, now serving as Landscape Architect I, Competitive, Permanent, in the Department of Parks and Recreation, be and hereby is provisionally promoted to Landscape Architect II, Competitive, Provisional, Grade 24, Step 1 (B), Salary Schedule C, \$77,937, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective January 11, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF NICHOLAS BUFFARDI AS  
LABORER II, IN THE DEPARTMENT OF  
CONSERVATION AND WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Nicholas Buffardi, now serving as Laborer I, in the Department of Conservation and Waterways, be and hereby is appointed Laborer II, Non Competitive, Grade 11, Step 12 (M), Salary Schedule C, \$77,762, in the Department of Conservation and Waterways, by the Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead effective January 11, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CHRISTOPHER BUTLER  
AS LABORER I, IN THE DEPARTMENT OF  
GENERAL SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Christopher Butler be and hereby is appointed  
Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule D, \$40,974, in the Department of  
General Services, Administration, by the Commissioner of the Department of General Services and  
ratified by the Town Board of the Town of Hempstead effective December 19, 2016 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment  
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANDREW CARBONE AS  
WATER SERVICE WORKER, IN THE  
DEPARTMENT OF WATER.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Andrew Carbone, now serving as Laborer I, in the Department of Water, be and hereby is appointed Water Service Worker, Non Competitive, Grade 14, Step 3 (D), Salary Schedule C, \$56,389, in the Department of Water, by the Commissioner of the Department of Water and ratified by the Town Board of the Town of Hempstead effective January 11, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: RE-APPOINTMENT OF DANIEL CASELLA,  
AS DEPUTY COMMISSIONER,  
DEPARTMENT OF BUILDINGS IN THE  
DEPARTMENT OF BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Daniel Casella, be and hereby is re-appointed  
Deputy Commissioner, Department of Buildings, in the Department of Buildings, Exempt,  
Ungraded, at an annual salary of \$130,000, by the Commissioner of the Department of Buildings  
and ratified by the Town Board of the Town of Hempstead, effective February 1, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DOMINICK CASILLO AS  
LABOR CREW CHIEF I, IN THE DEPARTMENT  
OF HIGHWAY.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Dominick Casillo, now serving as Equipment Operator I, in the Department of Highway, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Step 8 (I), Salary Schedule C, \$72,830, in the Department of Highway, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective January 11, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR JO-ANN CLEARY-HARKIN, PARK CREW CHIEF, IN THE DEPARTMENT OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Jo-Ann Cleary-Harkin, Park Crew Chief, in the Department of Parks and Recreation, be and hereby is increased to \$113,263, Ungraded, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective January 11, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DENNIS CURRY AS LABOR  
CREW CHIEF I, IN THE DEPARTMENT OF  
HIGHWAY.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Dennis Curry, now serving as Equipment Operator I, in the Department of Highway, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Step 12 (M), Salary Schedule C, \$82,546, in the Department of Highway, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective January 11, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF MARIA ESTOPINALES, OFFICE SERVICES ASSISTANT, FROM THE DEPARTMENT OF GENERAL SERVICES, ADMINISTRATION TO THE DEPARTMENT OF CONSERVATION AND WATERWAYS.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Maria Estopinales, Office Services Assistant, be and hereby is transferred from the Department of General Services, Administration to the Department of Conservation and Waterways, with no change in salary, by the Commissioner of the Department of Conservation and Waterways and the Town of Hempstead Civil Service Commission and ratified by the Town Board of the Town of Hempstead effective December 15, 2016 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ERIC FARAONE, AS  
EQUIPMENT OPERATOR I, IN THE  
DEPARTMENT OF HIGHWAY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Eric Faraone, be and hereby is appointed Equipment Operator I, Non Competitive, Grade 11, Start Step (A), Salary Schedule D, \$43,416, in the Department of Highway, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective January 11, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF RYAN FOSS AS LABOR  
CREW CHIEF II, IN THE DEPARTMENT OF  
PARKS AND RECREATION.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Ryan Foss, now serving as Labor Crew Chief I, in the Department of Parks and Recreation, be and hereby is appointed Labor Crew Chief II, Non-Competitive, Grade 15, Step 11 (L), Salary Schedule C, \$85,265, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective January 11, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PATRICK GILMORE  
AS LABORER I, IN THE DEPARTMENT OF  
PARKS AND RECREATION.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Patrick Gilmore has resigned his position as Recycling  
Worker I, in the Department of Sanitation, NOW, BE IT

RESOLVED, that Patrick Gilmore be and hereby is appointed as  
Laborer I, Labor Class, Grade 9, Step 3 (D), Salary Schedule D, \$48,334, in the Department of  
Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and  
ratified by the Town Board of the Town of Hempstead effective December 19, 2016, and BE IT

FURTHER RESOLVED, that subject appointment is probationary  
for twenty-six weeks and should candidate prove unsatisfactory during this period, said  
appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF BRIAN HAUBERT AS  
OFFICE AIDE, IN THE DEPARTMENT OF  
BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Brian Haubert be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), Salary Schedule D, \$34,181, in the Department of Buildings, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective January 11, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN IANNIELLO AS  
RECYCLING WORKER II, IN THE  
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that John Ianniello, now serving as Recycling Worker I, in the Department of Sanitation, be and hereby is appointed Recycling Worker II, Non Competitive, Grade 12, Step 12 (M), Salary Schedule C, \$80,152, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective January 11, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOSEPH LOBASCIO JR., AS  
PHOTOGRAPHIC MACHINE OPERATOR I, IN  
THE DEPARTMENT OF GENERAL SERVICES,  
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Joseph Lobascio Jr., be and hereby is appointed  
Photographic Machine Operator I, Non Competitive, Grade 12, Start Step (A), Salary Schedule D,  
\$44,690, in the Department of General Services, Administration, by the Commissioner of the  
Department of General Services and ratified by the Town Board of the Town of Hempstead effective  
January 11, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment  
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DOMINICK  
LONGOBARDI AS DEPUTY TOWN  
COMPTROLLER, IN THE OFFICE OF  
TOWN COMPTROLLER.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Dominick Longobardi is hereby granted a leave of absence from his permanent position as Assistant to Commissioner, Department of Sanitation for a period of not more than one year beginning December 19, 2016.

RESOLVED, that Dominick Longobardi be and hereby is appointed as Deputy Town Comptroller, Exempt, Ungraded, at an annual salary of \$143,786, in the Office of the Town Comptroller, by the Town Comptroller, and ratified by the Town Board of the Town of Hempstead effective December 19, 2016, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ANTHONY  
MALTESE, ENGINEERING HELPER, IN THE  
DEPARTMENT OF GENERAL SERVICES,  
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Anthony Maltese, Engineering Helper,  
in the Department of General Services, Administration, be and hereby is increased to \$82,240,  
Ungraded, by the Commissioner of the Department of General Services and ratified by the Town Board  
of the Town of Hempstead effective January 11, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOSEPH MARTIN AS  
LABOR CREW CHIEF II, IN THE DEPARTMENT  
OF HIGHWAY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Joseph Martin, now serving as Automotive Mechanic II, in the Department of Highway, be and hereby is appointed Labor Crew Chief II, Non Competitive, Grade 15, Step 13 (N), Salary Schedule C, \$92,190, in the Department of Highway, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective January 11, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MAX MARTINEZ AS  
RECYCLING WORKER II, IN THE  
DEPARTMENT OF SANITATION.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Max Martinez, now serving as Recycling Worker I, in the Department of Sanitation, be and hereby is appointed Recycling Worker II, Non Competitive, Grade 12, Step 12 (M), Salary Schedule C, \$80,152, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective January 11, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF MILDRED MENENDEZ, CLERK  
IV, FROM THE OFFICE OF THE TOWN CLERK  
TO THE OFFICE OF THE TOWN  
COMPTROLLER.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Mildred Menendez, Clerk IV, be and hereby is  
transferred from the Office of the Town Clerk to the Office of the Town Comptroller, with no change  
in salary, by the Town Comptroller and the Town of Hempstead Civil Service Commission and ratified  
by the Town Board of the Town of Hempstead effective December 15, 2016 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be  
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR THOMAS  
METZGER, SUPERINTENDENT OF  
SANITATION, IN THE DEPARTMENT OF  
SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Thomas Metzger, Superintendent of Sanitation, in the Department of Sanitation, be and hereby is increased to \$159,054, Ungraded, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective January 11, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REASSIGNMENT OF DARYN MILLER, LABOR CREW CHIEF I, FROM THE DEPARTMENT OF GENERAL SERVICES, ANIMAL SHELTER AND CONTROL DIVISION TO THE DEPARTMENT OF GENERAL SERVICES, BUILDINGS AND GROUNDS DIVISION.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Daryn Miller, Labor Crew Chief I, be and hereby is reassigned from the Department of General Services, Animal Shelter and Control Division to the Department of General Services, Buildings and Grounds Division, with no change in salary, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, effective January 11, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR JOHN NOVELLO,  
DEPUTY COMMISSIONER, DEPARTMENT OF  
BUILDINGS, IN THE DEPARTMENT OF  
BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for John Novello, Deputy Commissioner,  
Department of Buildings, in the Department of Buildings, be and hereby is increased to \$135,000,  
Ungraded, by the Commissioner of the Department of Buildings and ratified by the Town Board of the  
Town of Hempstead effective January 11, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR MATTHEW  
PACCIONE, ASSISTANT TO TOWN BOARD, IN  
THE OFFICE OF THE TOWN BOARD.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Matthew Paccione, Assistant to  
Town Board, in the Office of the Town Board, Councilmanic District #4, be and hereby is increased to  
\$47,000, Ungraded, by the Supervisor of the Town of Hempstead and ratified by the Town Board of the  
Town of Hempstead effective January 11, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DOMINICK ROSSELLO  
AS PERSONAL COMPUTER SUPPORT  
SPECIALIST, IN THE DEPARTMENT OF  
INFORMATION AND TECHNOLOGY.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Dominick Rossello was appointed Personal Computer Support Specialist Trainee from the Civil Service List in the Department of Information and Technology on January 3, 2016, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after satisfactory training and performance a Personal Computer Support Specialist Trainee is automatically appointed permanent Personal Computer Support Specialist, NOW, THEREFORE, BE IT

RESOLVED, that Dominick Rossello be and hereby is appointed as Personal Computer Support Specialist, Competitive, Permanent, Grade 18, Step 1 (B), Salary Schedule C, \$58,982 in the Department of Information and Technology, by the Commissioner of the Department of Information and Technology and ratified by the Town Board of the Town of Hempstead effective January 13, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: PROVISIONAL PROMOTION FOR ANTHONY  
SINACORI TO PHOTOGRAPHIC MACHINE  
OPERATOR II, IN THE DEPARTMENT OF  
GENERAL SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Anthony Sinacori, now serving as Photographic  
Machine Operator I, Non Competitive, in the Department of General Services, Administration, be  
and hereby is provisionally promoted to Photographic Machine Operator II, Competitive,  
Provisional, Grade 15, Step 8 (I), Salary Schedule C, \$77,640, by the Commissioner of the  
Department of General Services and ratified by the Town Board of the Town of Hempstead  
effective January 11, 2016.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MARIA TAPIA AS OFFICE  
AIDE, IN THE DEPARTMENT OF BUILDINGS.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Maria Tapia be and hereby is appointed Office Aide,  
Non Competitive, Grade 2, Start Step (A), Salary Schedule D, \$34,181, in the Department of  
Buildings, by the Commissioner of the Department of Buildings and ratified by the Town Board of  
the Town of Hempstead effective January 3, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment  
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DONALD TIRINO AS  
LABOR CREW CHIEF I, IN THE DEPARTMENT  
OF PARKS AND RECREATION.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Donald Tirino, now serving as Maintenance Mechanic I, in the Department of Parks and Recreation, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Step 12 (M), Salary Schedule C, \$82,546, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective January 11, 2017, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ALEX VASSALLO,  
EXECUTIVE ASSISTANT TO TOWN BOARD, IN  
THE OFFICE OF THE TOWN BOARD.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Alex Vassallo, Executive Assistant to  
Town Board, in the Office of the Town Board, Councilmanic District #5, be and hereby is increased to  
\$63,680, Ungraded, by the Supervisor of the Town of Hempstead and ratified by the Town Board of the  
Town of Hempstead effective January 11, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL VERDI AS  
ADMINISTRATIVE TRAINEE, IN THE  
DEPARTMENT OF PARKS AND RECREATION,  
FROM THE CIVIL SERVICE LIST.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Michael Verdi has passed the examination for the position of Administrative Trainee, Civil Service List No. 65-951, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Michael Verdi, now serving as Clerk Laborer, in the Department of Parks and Recreation, be and hereby is appointed Administrative Trainee, Competitive, Permanent, Grade 16, Step 2 (C), Salary Schedule C \$57,689, from the civil service list, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective January 11, 2017 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR HELEN VESIK,  
ADMINISTRATIVE OFFICER II, IN THE OFFICE  
OF THE TOWN ATTORNEY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Helen Vesik, Administrative Officer II, in the Office of the Town Attorney, be and hereby is increased to Grade 24, Step 10 (K), Salary Schedule C, \$114,223, by the Town Attorney and ratified by the Town Board of the Town of Hempstead effective January 11, 2017.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION  
NO. 1752/3-2016, H. ARTHUR ANDERSON III, IN  
THE OFFICE OF THE RECEIVER OF TAXES.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 1752/3-2016 states an incorrect name

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read "H. Arthur Anderson III"

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION  
NO. 1854/29-2016, DEBORAH O'CONNELL-  
JENNETTE, IN THE OFFICE OF THE RECEIVER  
OF TAXES.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 1854/29-2016 states an incorrect name

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read "Deborah O'Connell-Jennette"

AYES:

NOES: