

05.01.12
120303

ADOPTED

TOWN OF RIVERHEAD

Resolution # 303

EMPIRE DEVELOPMENT ZONE

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, resolution 2011-938 was adopted on December 20, 2011 authorizing an agreement between the Town of Riverhead and the Riverhead Industrial Development Agency to manage and monitor the Riverhead Empire Zone;

NOW THEREFORE BE ITRESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment:

FROM TO

030.000000.499999	Appropriated Fund Balance	45,000
030.086860.540000	EDZ Contractual Expenses	45,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department.

THE VOTE

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 304

AUTHORIZES THE ATTENDANCE OF TWO POLICE DEPARTMENT EMPLOYEES TO THE ANNUAL NEW YORK'S STATEWIDE TraCS ELECTRONIC TICKET & DATA TRANSFER SYSTEM SEMINAR

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS , Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of two police department employees to attend the Annual New York's Statewide TraCS Electronic Ticket & Data Transfer System Seminar; and,

WHEREAS, the seminar will be held in Syracuse, New York from May 15, 2012 – May 17, 2012.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the attendance of two police department employees at the aforementioned seminar; and,

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the reimbursement of all expenses incurred, not to exceed \$250.00 upon submission of proper receipts; and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

05.01.12
120305

ADOPTED

TOWN OF RIVERHEAD

Resolution # 305

APPOINTS A SEASONAL GROUNDSKEEPER

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Seasonal Groundskeeper is needed in the Buildings and Grounds Division of the Town Engineer’s Department to maintain Town properties; and

WHEREAS, a recommendation of a suitable candidate has been made by the Town Engineer.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby appoints Kevin Chew to the position of Seasonal Groundskeeper I at the hourly rate of \$12.50 effective June 11, 2012 and continuing through September 15, 2012.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

05.01.12
120306

ADOPTED

TOWN OF RIVERHEAD

Resolution # 306

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST A HELP WANTED AD
FOR A PART-TIME MAINTENANCE MECHANIC I**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

BE IT RESOLVED, that this Town Board hereby approves authorization for the Town Clerk to publish the attached Help Wanted Ad in the May 10, 2012 issue of The News Review.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead is seeking a qualified individual to serve in the position of Part-Time Maintenance Mechanic I. Must possess a valid driver's license, and must have one year's experience in minor maintenance or repair work, or have completed one year of vocational courses in a vocational school program or apprenticeship training program. Applications are to be submitted to the Personnel Department, 1295 Pulaski St., Riverhead, NY. No applications will be accepted after 4:00 p.m. on May 18, 2012. EOE.

**BY ORDER OF:
THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK**

TOWN OF RIVERHEAD

Resolution # 307

REAPPOINTS A SEASONAL GROUNDSKEEPER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Seasonal Groundskeeper is needed in the Buildings and Grounds Division of the Town Engineer's Department to maintain Town properties; and

WHEREAS, the Town Engineer has made a recommendation to reappoint a Kevin Curtis to this needed position.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby reappoints Kevin Curtis to the position of Seasonal Groundskeeper I effective as of May 15 through September 15, 2011 at the hourly rate of \$12.50, excepting that this employee shall be considered a temporary full-time employee for the period of May 2, 2012 through May 14, 2012.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 308

REAPPOINTS SEASONAL PUMP OUT BOAT OPERATORS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW, THEREFORE, BE IT RESOLVED, that effective for the period of May 15, 2012 through September 15, 2012 this Town Board hereby reappoints the following Seasonal Pump Out Boat Operators:

Salvatore Calandra	\$11.25 per hour
Richard Quick	\$11.00 per hour
Kevin Thomas	\$10.25 per hour
Alexander Galasso	\$10.25 per hour

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 309

APPROVES REQUEST FOR A LEAVE OF ABSENCE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Pursuant to Article XII, Section 4 of the currently negotiated contract between the Town of Riverhead and Civil Service Employees Association, Inc., Local 1000, Rosemary Smith, an Account Clerk in the Accounting Department, has requested a 3 month non-paid leave of absence from the Town Board.

NOW, THEREFORE, BE IT RESOLVED, that Smith's request for a non-paid leave of absence for the 3 month period commencing May 11, 2012 is hereby approved subject to the following condition(s):

(1) To facilitate the proper functioning of the Town offices, the employee shall submit written notice to the Town Supervisor of her intent to return to work, resign, retire or other relief at least thirty (30) days prior to the expiration of the leave of absence, and

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Rosemary Smith, the Riverhead Town Board, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

05.01.12
120310

ADOPTED

TOWN OF RIVERHEAD

Resolution # 310

RATIFIES THE REAPPOINTMENT OF A CLERK TO THE TAX RECEIVER'S OFFICE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, This Town Board recognizes that the need to provide additional clerical personnel to the Office of the Receiver of Taxes to assist in the processing of tax money.

NOW, THEREFORE, BE IT RESOLVED, that effective for the period of April 5, 2012 and continuing through June 15, 2012, this Town Board hereby ratifies the reappointment of Melissa Messina to the position of temporary part-time clerk at the hourly rate of \$10.25.

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 311

REAPPOINTS A CLERK TO THE TAX RECEIVER'S OFFICE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, This Town Board recognizes that the need to provide additional clerical personnel to the Office of the Receiver of Taxes to assist in the processing of tax money.

NOW, THEREFORE, BE IT RESOLVED, that Kristina Rowe be and is hereby reappointed as temporary part-time clerk effective May 17, 2012 through June 15, , 2012 at the hourly rate of \$10.25.

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 312

**CLASSIFIES ACTION AND DECLARES LEAD AGENCY ON PROPOSED
AMENDMENT OF CHAPTER 106 OF THE RIVERHEAD TOWN CODE
(WATERWAYS) ON USE OF GAS ENGINES ON THE PECONIC RIVER
AND CALLS PUBLIC HEARING**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead is endowed with a wide variety of natural resources which are integral to the Town's long term health, safety, economic vitality and its very identity, and

WHEREAS, among these resources is the Peconic River from which the Town takes its name and whose environs are well documented for exceptional and rare habitats supporting a number of threatened, endangered and special concern species, for a recreational freshwater fishery of regional significance and for other important public uses, and

WHEREAS, numerous statutes and initiatives have recognized these resources and values and have set forth policy and processes for their protection including New York's Department of State initiative of designating the river as a Significant Coastal Fish and Wildlife Habitat within which designation narrative is a recommendation for controlling the use of motorized vessels due to impacts on habitat and fish and wildlife populations with control examples including zones of exclusion, and

WHEREAS, The Town of Riverhead Waterways Ordinance (Chapter 106 of the Town Code) has already invoked a measure of such control in Section 106-8 I. by limiting use of gas motors to 10 horsepower or less west of the Grangebél Park dam which is coterminous with the non tidal (freshwater) portion of the river and the DOS habitat designation, and

WHEREAS, the Town, in recognition of the increasing level of public access and use, now desires to impose a greater level of control by amending the subject passage to an exclusion of gas engines in this area; which is felt will have the desired protective effect while not unduly restricting public use, and

WHEREAS, the Riverhead Planning Department has recommended by SEQR Memo of April 27, 2012 that the amendment be considered a Type II

action pursuant to 6 NYCRR Part 617.5(c)(20)&(27) and that agency SEQR responsibilities end with this designation with no determination of significance being necessary and further that the Riverhead Town Board is the sole involved agency for SEQR purposes, and

WHEREAS, the Town now wishes to proceed with the requisite public hearing on the amendment, now

THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board declares itself to be the lead agency for the amendment of Chapter 106, Section 106-8 I. of the Town Code which it classifies as a Type II action for the purpose of SEQR compliance, and

BE IT FURTHER

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department, the Town of Brookhaven and the office of County Legislator Edward Romaine, to refer the proposed code amendment to the Suffolk County Planning Commission and to publish and post the following notice of public hearing in the May 10th, 2012 issue of the Riverhead News Review, and

BE IT FURTHER

RESOLVED, that all Town Hall departments may review and obtain a copy of this resolution from the electronic storage device and a certified copy from the Town Clerk if needed.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York on June 5th, 2012 at 2:15 PM to consider a proposed local law to amend **Chapter 106** of the Riverhead Town Code entitled, "**Waterways**" as follows (text to be deleted stricken through, new text underlined):

§106-8. Speed; reckless operation.

I. No person shall use a boat equipped or operated with an ~~outboard motor in excess of 10 horsepower~~ a gas motor on the Peconic River, west of the dam in Grangebél Park.

Dated: Riverhead, New York
May 1st, 2012

BY THE ORDER OF THE TOWN BOARD OF
THE TOWN OF RIVERHEAD

Diane Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 313

AWARDS BID FOR WORK CLOTHES FOR THE TOWN OF RIVERHEAD

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for WORK CLOTHES for the Town of Riverhead and;

WHEREAS, bids were received and opened at 11:05 am on April 9, 2012, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for WORK CLOTHES for the Town of Riverhead be and hereby is, awarded to CINTAS CORPORATION & ARAMARK UNIFORM for prices on the attached pages.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

ARAMARK ORDER FORM 2012

ITEM #	DESCRIPTION	PRICE	QUAN	COLOR	SIZE	TOTAL
Item #1	Trousers					
	Poly/Cotton Blend ARAMARK STYLE 201, size 30-42	\$ 13.99				
	Size 44-60	\$ 14.99				
	100% Cotton ARAMARK STYLE 2015, size 30-42	\$ 15.99				
	Size 44-60	\$ 15.99				
Item #2	Dungarees					
	Dickies, Pre-washed C393RNB Regular Fit	\$ 25.99				
	Sizes 44-56	\$ 27.99				
	Dickies, Pre-washed CR393RNB Relaxed Fit	\$ 25.99				
	Sizes 44-56	\$ 27.99				
Item #3	Short Sleeve T-Shirt ARAMARK GN2000 S-XL	\$ 5.25				
	Sizes 2XL-3XL	\$ 6.29				
	Tall L-3XL	\$ 9.99				
	Sizes 4XL	\$ 7.55				
	Tall 4XL	\$ 12.99				
Item #4	Short Sleeve Polo Shirt ARAMARK 11120 S-XL	\$ 13.99				
	Sizes 2XL-3XL	\$ 14.99				
	Size 4XL	\$ 14.99				
	Tall L-XL	\$ 18.99				
	Tall 2XL-3XL	\$ 21.99				
Item #5	Short Sleeve Uniform Shirts ARAMARK 102, Poly/Cotton, S-3XL	\$ 12.99				
	Tall L-XL	\$ 13.99				
	TALL 2XL-3XL	\$ 14.99				
Item #5-C	Short Sleeve Uniform Shirts ARAMARK 1019, 100% Cotton, S-4XL	\$ 13.99				
	TALL L-XL	\$ 14.99				
	TALL 2XL-3XL	\$ 15.49				
Item #6	Long Sleeve Uniform Shirts, ARAMARK 101, Poly/Cotton, S-5XL	\$ 13.99				

CINTAS 2012 ORDER FORM

ITEM #	DESCRIPTION	PRICE	QUAN	COLOR	SIZE	TOTAL
Item #6	Long Sleeve Uniform Shirts, Poly/Cotton, Fire Resistant, #60680	\$42.00				
	TALL	\$56.40				
Item #6-C	Long Sleeve Uniform Shirts, 100% Cotton, fire-resistant, #60694					
	S-XL	\$50.00				
	Sizes 2XL-3XL	\$54.00				
	Size 4XL	\$58.00				
	TALL add 35%					
Item #7	Coveralls, Insulated 20 Degrees, 100% cotton, black or brown, #914					
	Size S-XL	\$65.00				
	Sizes 2XL-3XL	\$75.00				
	Size 4XL	\$80.00				
	Fire resistant	\$80.00				
Item #8	Carhaart Artic Winter Coat, duck brown or black, #61598					
	Size S-XL	\$110.00				
	Sizes 2XL-3XL	\$115.00				
	Size 4XL & 5XL	\$120.00				
	Hood - duck brown or black	\$24.00				
	Fire resistant	\$170.00				
	TALL add 40%					
Item #9	Nylon Spring Jacket, fleece lined, navy or graphite, #65679					
	Size S-XL	\$47.00				
	Sizes 2XL-3XL	\$52.00				
	Size 4XL	\$58.00				
	Fire resistant	\$134.00				
	TALL add 40%					
Item #9	Twill Spring jacket, hip-length, quilted lining, polu/cotton, Navy #970					
	Size S-XL	\$40.00				
	Sizes 2XL-3XL	\$45.00				
	Size 4XL	\$48.00				
	TALL add 40%					
Item #10	Coveralls, one piece (unlined), navy, charcoal, brown, green #912					
	Size 36 - 50	\$30.00				
	Sizes 52-60	\$40.00				
	100% Cotton Fire resistant	\$124.00				

ITEM #	DESCRIPTION	PRICE	QUAN	COLOR	SIZE	TOTAL
Item #11	Long Sleeve Sweatshirt, Poly/Cotton, Navy, Gray #153					
	Size S-XL	\$16.00				
	Size 2XL-3XL	\$18.00				
	Size 4XL	\$22.00				
	100% Cotton FIRE RESISTANT	\$120.00				
	TALL add 30%					
Item #12	Long Sleeve Hooded Zippered Sweatshirt, HI VIS strips, #82008					
	Size S-3XL	\$52.00				
	Size 4XL	\$55.00				
	Fire resistant	\$160.00				
	TALL add 30%					
Item #12	Long Sleeve Hooded Zippered Sweatshirt, Navy, black, gray #82008					
	Size S-XL	\$34.00				
	Size 2XL-3XL	\$38.00				
	Size 4XL	\$41.00				
	TALL add 30%					
Item #13	Dickies Duck Overalls, Insulated, #914					
	Size S-3XL	\$73.00				
	Size 4XL	\$80.00				
	100% COTTON FIRE RESISTANT	\$230.00				
Item #14	Short Sleeve T-Shirt, Safety Orange, Safety Green #67221					
	Size S-XL	\$8.00				
	Sizes 2XL-3XL	\$9.50				
	Size 4XL	\$12.00				
	100% cotton	\$10.00				
	Fire resistant	\$65.00				
Item #15	Long Sleeve T-Shirt, Safety Orange, Safety Green #67016					
	Size S-XL	\$15.00				
	Size 2XL-3XL	\$16.00				
	Sizes 4XL	\$19.00				
	100% cotton & fire resistant	\$70.00				

2012 FIRE MARSHAL / CODE ENFORCEMENT ORDER FORM

ITEM #	DESCRIPTION	PRICE	QUAN	COLOR	SIZE	TOTAL
Item #16	High Visibility Parka,(scotchlite reflective mtl.) lime yellow #60926					
	Size M-XL	\$87.00				
	Size 2XL-3XL	\$91.00				
	Size 4XL-5XL	\$92.00				
Item #17	High Visibility bomber jacket, lime yellow #60862					
	Size S-XL	\$47.00				
	Size 2XL-3XL	\$51.00				
Item #18	Rain Jacket & Pants, 100% breathable, HI Vis yellow #61915 & 68605					
	Size S-XL	\$90.00				
	Sizes: XXL-5XL	\$98.00				
Item #19	Firefighter Work shirt w/microfleece collar, Navy Blue #5101					
	Size S-XL	\$46.00				
	Size 2XL-3XL	\$50.00				
Item #20	Short Sleeve Uniform Work Shirt (Animal Control), #838					
	65% polyester/35% cotton, light blue color					
	Size S-XL	\$21.00				
	Size 2XL-3XL	\$25.00				
Item #21	Long Sleeve Uniform Work Shirt (Animal Control), #838					
	65% polyester/35% cotton, light blue color					
	Size S-XL	\$22.00				
	Size 2XL-3XL	\$26.00				
Item #22	5.11 Men's Short sleeve, PDU shirt, 65% poly/35% cotton twill					
	Size S-XL	\$57.00				
	Size 2XL-3XL	\$60.00				
Item #23	5.11 Tactical Men's Long Sleeve, PDU shirt, poly/cotton					
	Size S-XL	\$58.00				
	Size 2XL-5XL	\$61.00				
Item #24	Lion Cotton/Poly Fleece Job Shirt (Animal Control) #5101					
	Size S-XL	\$63.00				
	Size 2XL-4XL	\$68.00				
Item #25	Heavy Duty Rain Pants					
	Size S-XL	\$98.00				
	Size 2XL-5XL	\$124.00				
Item #26	Heavy Duty Rain Jacket, #138					
	Size S-XL	\$43.00				
	Size 2XL-5XL	\$51.00				
Item #27	Horace Small Women's 9 pocket EMS Pants, Poly/Cotton	\$60.00				

ITEM #	DESCRIPTION	PRICE	QUAN	COLOR	SIZE	TOTAL
Item #31	Blauer Cotton blend l/s shirt #DN8431	\$52.00				
	Plus sizes	\$58.00				
Item #32	Blauer Cotton blend s/s shirt #DN8421	\$43.00				
	Plus sizes	\$49.00				
Item #33	STREETGEAR pants DN8810X	\$65.00				
	Plus sizes	\$72.00				
Item #34	Blauer 8810 TDU dark blue uniform street gear pants	\$65.00				
	Plus sizes	\$72.00				
Item #35	TDU Poly cotton rip stop 5.11 pants, dark navy #74003	\$45.00				
	Plus sizes	\$53.00				
Item #36	US Cold seal mock neck black l/s	\$49.00				
	Plus sizes	\$49.00				
Item #37	UA Loose gear full t-shirts black	\$25.00				
	Plus sizes	\$25.00				
Item #38	Striker II safety boots	\$230.00				
Item #39	5.11 Tactical Pro Pants dark blue	\$45.00				
	Plus sizes	\$54.00				
Item #40	5.11 S/S collared Polo shirts	\$34.00				
	Plus sizes	\$38.00				
Item #41	5.11 L/S collared polo shirts	\$38.00				
	Plus sizes	\$43.00				
Item #42	5.11 Tactical S/S Taclite pro shirt w/free card wallet	\$50.00				
	Plus sizes	\$55.00				

TOWN OF RIVERHEAD

Resolution # 314

APPOINTS A CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Recreation Aide is needed by the Riverhead Town Recreation Department for work in recreation programs,

NOW THEREFORE BE IT RESOLVED, that effective May 5 th,2012 this Town Board hereby appoints Walter Jacob to the position of Call-In Recreation Aide, Level 1, to be paid the rate of \$7.50 per hour and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 315

APPOINTS A CALL-IN BEACH MANAGER TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Call-In Beach Manager is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective May 2, 2012, this Town Board hereby appoints Elizabeth Flood to the position of Call-In Beach Manager, Level 2, to be paid the rate of \$16.20 per hour and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 316

ADOPTS A LOCAL LAW TO AMEND CHAPTER 88 ENTITLED "SEWERS" OF THE RIVERHEAD TOWN CODE

(§88-3. Filing of irrevocable letter of credit; insurance.)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 88 entitled, "Sewers" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 17th day of April, 2012 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 88 entitled, "Sewers" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish the attached notice of adoption once in the News-Review Newspaper and to post same on the signboard at Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 88 entitled, "Sewers" of the Riverhead Town Code at its regular meeting held on May 1, 2012.

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

SEWERS
CHAPTER 88
ARTICLE II
Building Sewers and Connections

§ 88-3. Filing of irrevocable letter of credit; insurance.

A. An authorized drainlayer shall file with the Town Clerk a proper and acceptable irrevocable letter of credit or other equivalent security in a form approved by the Town Attorney and adopted by resolution of the Town Board, in the amount of \$5,000, which irrevocable letter of credit or other equivalent security shall remain in full force and effect for at least one year from the date of the last work done by that particular drainlayer.

- Underline represents addition(s)

Dated: Riverhead, New York
May 1, 2012

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

DIANE M. WILHELM, Town Clerk

05.01.12
120317

ADOPTED

TOWN OF RIVERHEAD

Resolution # 317

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-7. Turns.)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the May 10, 2012 issue of the News-Review newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 16th day of May, 2012 at 7:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
Vehicles and Traffic
ARTICLE III
Traffic Regulations

§ 101-7. Turns.

- B. Pursuant to the authority granted by §1660 of the New York State Vehicle and Traffic Law, the areas designated below restrict turns such that a right turn on red is prohibited at said location and a sign "no turn on red" shall be posted at the location:

Location

East on Middle Road to southbound on Roanoke Avenue

- Underscore represents addition(s)

Dated: Riverhead, New York
May 1, 2012

**BY ORDER OF THE BOARD
OF THE TOWN OF RIVERHEAD**

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 318

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT GEORGE ATKINSON TO REMOVE ALL LITTER, GARBAGE/REFUSE, RUBBISH, YARD WASTE, WEEDS, NOXIOUS PLANTS, GRASS AND/OR RANK VEGETATION IN EXCESS OF TEN (10) INCHES IN HEIGHT UPON THE PREMISES KNOWN AS 852 ROANOKE AVENUE, RIVERHEAD, NEW YORK, 11901, a/k/a SCTM # 0600-107.00-02-037.00 PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Chapter 96 of the Code of the Town of Riverhead (“Riverhead Town Code”) entitled, “Rubbish, Refuse, Weeds and Other Rank Vegetation” authorizes the Riverhead Town Board to direct removal of all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height upon the land by the owner, renter or occupier of the premises; and

WHEREAS, Riverhead Town Ordinance Inspector (“CEO”) Nicole Buckner observed on April 9, 2012, the accumulation of litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height at premises known as 852 Roanoke Avenue, Riverhead, New York, 11901, SCTM # 0600-107.00-02-037.00, owned by George Atkinson; and

WHEREAS, pursuant to Riverhead Town Code section 96-5 (A), a Notice of Violation was served upon the reputed owner of said premises at his last known address on or about April 9, 2012, whereby said owner was directed in said notice to remove all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height on or before April 20, 2012 as observed by CEO Nicole Buckner; and

WHEREAS, pursuant to Riverhead Town Code section 96-5 (B), a Notice of Violation was served upon the reputed owner of said premises at his last known address on or about April 9, 2012, whereby said owner was directed in said notice to remove all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height on or before April 20, 2012 as observed by CEO Nicole Buckner; and

WHEREAS, said owner has failed, neglected or refused to eliminate the aforementioned violations of Chapter 96; and

WHEREAS, the accumulation of litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height poses a fire hazard and a nuisance as defined in Chapter 96-4 of the Riverhead Town Code; and

WHEREAS, pursuant to Riverhead Town Code section §96-8, the Riverhead Town Board is empowered to adopt a resolution authorizing the removal of all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height which creates a nuisance and furthermore authorizes entry onto such premises where such violation exists for the purposes of remedying such violation and to charge the cost or expense of such remediation against the owner of said premise; and

WHEREAS, pursuant to of the Riverhead Town Code section §96-8 (C) the Riverhead Town Board is authorized to reimburse general town funds for the cost of any work performed or the services rendered by the Town of Riverhead, for said remediation to such violation, at its direction by assessment or levy (lien) upon lots or parcels of land where such work was performed and/or such violation exists for services rendered; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead's Town Board be and hereby finds that the real property at 852 Roanoke Avenue, Riverhead, New York 11901, also known as SCTM # 0600-107.00-02-037.00, owned by George Atkinson is in violation of Chapter 96 of the Riverhead Town Code, poses a fire hazard and a nuisance as defined in Chapter 96-4 of the Riverhead Town Code in that the real property contains litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height; and

BE IT FURTHER RESOLVED that the Riverhead Town Board directs that the Investigations Unit of the Office of the Town Attorney, in conjunction with the Town Engineering Department facilitate the removal of all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height at the premise designated at 852 Roanoke Avenue, Riverhead, New York 11901, also known as SCTM # 0600-107.00-02-037.00, owned by George Atkinson; and

BE IT FURTHER RESOLVED, that the Office of the Financial Administrator is directed to establish and provide the necessary budget appropriation of general funds as reasonably requested by the Investigations Unit of the Office of the Town Attorney, in conjunction with the Town Engineering Department; and

BE IT FURTHER RESOLVED, and pursuant to Code of the Town of Riverhead section §96-8 (C), all costs for the removal of the aforesaid violation and/or nuisance shall be reported to the Town Board by the Town Engineering Department as the amount to be levied and assessed against the premises, and

the expense(s) so reported shall constitute a lien and charge on the premises on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the last known address, if any, of the owner George Atkinson, as the same may appear on the records of the Receiver of Taxes of the Town, and that all Town Hall Departments may obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 319

852 ROANOKE AVENUE, RIVERHEAD, NY
CHAPTER 96

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adoption:

	FROM	TO
406.010010.411000.41081 Real Property Taxes	\$8,250	
406.086660.540000.41081 Contractual Expenses		\$7,500
406.086660.549001.41081 Administration Fee		\$750

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk

THE VOTE

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Thereupon Duly Declared Adopted

05.01.12
120320

ADOPTED

TOWN OF RIVERHEAD

Resolution # 320

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SNACK VENDORS FOR
THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for SNACK VENDORS for THE TOWN OF RIVERHEAD and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the May 10, 2012 issue of the News-Review Newspaper.

NOW THEREFORE BE IT RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for 2012 SNACK VENDOR SERVICES FOR the Town of Riverhead at each of the following locations: East Creek Marina Concession Stand; Iron Pier Concession Stand; Wading River Beach; Police Officer's Memorial Park ; Reeves Beach; Horton Avenue Pocket Park; 2 Bears Pocket Park; Unity Pocket Park; Grangebél Park and Millbrook Pocket park will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on MAY 24, 2012.

(Individual or all locations may be bid on.)

Bid packets, including Specifications, may be obtained on the website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted in a sealed envelope bearing the designation BIDS FOR 2012 SNACK VENDOR SERVICES.

Dated: Riverhead, NY
May 1, 2012

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 321

**ACCEPTS IRREVOCABLE LETTER OF CREDIT OF EDWARD CARRERA
(SUBDIVISION ENTITLED, "EDWARD CARRERA AT OLD FIELD COURT")**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #30 adopted on April 10, 2006, the Riverhead Planning Board conditionally approved the final plat entitled, "Edward Carrera at Old Field Court", having one of the conditions of final approval being the submission and filing of a performance bond in the amount of \$222,000.00 in connection with improvements to be completed within said subdivision; and

WHEREAS, pursuant to Subdivision Inspection Memo dated June 4, 2007, Vincent A. Gaudiello, P.E. of the Raynor Group, P.E. & L.S. PLLC, it was determined that a substantial portion of the improvements were completed and was recommended that the performance security be reduced to the amount of \$100,000.00; and

WHEREAS, by Resolution #560 adopted on June 11, 2007, the Riverhead Town Board did approve the reduction of the Irrevocable Letter of Credit to the amount of \$100,000.00; and

WHEREAS, Edward Carrera Inc. submitted Suffolk County National Bank Irrevocable Letter of Credit #070614 in the amount of One Hundred Thousand (\$100,000.00) Dollars, which has now expired; and

WHEREAS, under cover letter of Charles R. Cuddy, Esq., dated April 9, 2012, Edward Carrera submitted Suffolk County National Bank Irrevocable Letter of Credit #120404 in the amount of \$100,000.00, having an expiration date of April 4, 2013, to replace the above mentioned Irrevocable Letter of Credit; and

WHEREAS, Suffolk County National Bank Irrevocable Letter of Credit # 120404 in the amount of \$100,000.00 is found to be acceptable in connection with improvements to be completed in the subdivision entitled "Edward Carrera at Old Field Court".

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts Suffolk County National Bank Irrevocable Letter of Credit #120404 in the amount of One Hundred Thousand (\$100,000.00) Dollars for improvements to be completed in the aforementioned subdivision; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Charles R. Cuddy, Esq., 445 Griffing Avenue, Riverhead, NY 11901; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 322

TRANSFER OF TRUST AND AGENCY FUND

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead entered into a professional services agreement with William P. McCann to provide a reconciliation of the Town of Riverhead's Trust and Agency Fund; and

WHEREAS, the reconciliation has been completed;

NOW THEREFOR BE IT RESOLVED, that the attached transfers be made to and from the Trust and Agency Fund;

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Office of Accounting.

THE VOTE

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Thereupon Duly Declared Adopted

<u>Account Name</u>	<u>From</u>	<u>To</u>
Health Insurance Outside Contributions	\$ 587.26	\$ -
Garnishee	\$ -	\$ 587.26
Health Insurance Outside Contributions	\$ 354,882.22	\$ -
General Fund	\$ -	\$ 301,649.89
Highway Fund	\$ -	\$ 24,841.76
Water District	\$ -	\$ 17,744.11
Sewer District	\$ -	\$ 10,646.47
Soda Machine Proceeds	\$ 1,538.32	\$ -
Beach Permit Reports	\$ 1,350.00	\$ -
Equitable Life	\$ 190.13	\$ -
Oxford Insurance	\$ 122.46	\$ -
United Way	\$ 0.50	\$ -
Ter Bush & Powell	\$ -	\$ 1,041.68
Savings Bond	\$ -	\$ 277.50
General Fund	\$ -	\$ 1,882.23
BID Reports	\$ 93,025.58	\$ -
General Fund	\$ -	\$ 93,025.58
Retirement Contributions	\$ 20,126.76	\$ -
Garnishee	\$ 12,277.37	\$ -
PBA	\$ -	\$ 6,069.95
CSEA	\$ -	\$ 298.78
General Fund	\$ -	\$ 26,035.40
NYS Withholding	\$ 349,226.26	\$ -
FICA	\$ 154,440.05	\$ -
General Fund	\$ 2,334.46	\$ -
Net Payroll	\$ -	\$ 109,748.43
Federal Withholding	\$ -	\$ 132,775.89
Direct Deposit	\$ -	\$ 263,476.45
General Fund	\$ 25,191.68	\$ -
Deferred Comp	\$ -	\$ 25,191.68
Hospitalization - Empire	\$ 169,667.67	\$ -
General Fund	\$ 26,347.32	\$ -
Highway Fund	\$ 2,169.78	\$ -
Water District	\$ 1,549.84	\$ -
Sewer District	\$ 929.91	\$ -
Hospitalization - HMO	\$ -	\$ 200,664.52
Health Insurance Outside Contributions	\$ 1,468.94	
General Fund		\$ 1,468.94
Foundation Permits	\$ 36,293.00	
General Fund		\$ 36,293.00
NYS Sales Tax	\$ 344.10	
General Fund		\$ 344.10
Recreation Programs	\$ 2,438.69	
General Fund		\$ 2,438.69
Recreation Awards	\$ 13,093.50	
Recreation Programs		\$ 13,093.50

TOWN OF RIVERHEAD

Resolution # 323

ACCEPTS DONATION FROM CORNELL COOPERATIVE EXTENSION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead wishes to implement a program of improvements that will enhance the bicycling and pedestrian experience and encourage the use of bicycles and walking as alternative means of transportation among various centers in Town; and

WHEREAS, Cornell Cooperative Extension has offered to purchase and transfer to the Town of Riverhead certain items of equipment which are described in further detail in the three (3) separate Equipment Transfer Equipments which are annexed hereto and which are designed to implement a program of improvements that will enhance the bicycling and pedestrian experience and encourage the use of bicycles and walking as alternative means of transportation among various centers in Town; and

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead hereby accepts the offer of Cornell Cooperative Extension for the donation of the described equipment, subject to the terms of the three (3) Equipment Transfer Agreements attached; and be it further

RESOLVED, that the Supervisor is authorized to execute the three (3) Equipment Transfer Agreements with Cornell Cooperative Extension in substantially the same form as annexed hereto; and

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Cornell Cooperative Extension, 423 Griffing Avenue, Riverhead, New York 11901; and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

EQUIPMENT TRANSFER AGREEMENT

This Equipment Transfer Agreement is entered into between Cornell Cooperative Extension of Suffolk County, located at 423 Griffing Avenue, Suite 100, Riverhead, New York 11901, and the Town of Riverhead, located at 200 Howell Avenue. This Agreement shall become in force and binding on both Parties as of the date it has been signed by both Parties.

Conditions

1. Cornell Cooperative Extension of Suffolk County will purchase 1 water fountain Model 3800 SM and accessory parts necessary for the installation of by the Town of Riverhead (hereafter known as the Equipment) in the River and Roots Community Garden
2. Cornell Cooperative Extension of Suffolk County hereby transfers to all of its rights, title and interest in this Equipment, and the Town of Riverhead accepts all Cornell Cooperative Extension's right, title and interest in the Equipment.
3. Customer hereby assumes all risk of loss of the Equipment and accepts the Equipment AS IS, WHERE-IS, AND WITH ALL FAULTS, known or unknown.
4. Cornell Cooperative Extension of Suffolk County **DISCLAIMS AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE EQUIPMENT, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
5. Town of Riverhead, on behalf of itself, its directors, trustees, partners, employees, affiliates, agents, guests, and each of their agents, affiliates, successors and assigns, hereby releases and shall defend, indemnify and hold harmless Cornell Cooperative Extension of Suffolk County, its affiliates, and each of their officers, agents, employees, assigns and successors in interest from and against, any and all liability, damages, losses, claims, demands, actions, causes of action, costs (including attorney's fees and expenses), or any of them, past, present or future, known or unknown, arising out of or in connection with the Equipment.
6. Neither this Agreement nor any interest under it is assignable by the Town of Riverhead, without the prior written consent of Cornell Cooperative Extension of Suffolk County.
7. The person signing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of the Party for whom he or she signs, and to fully bind such Party to this Agreement.

Cornell Cooperative Extension of
Suffolk County

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EQUIPMENT TRANSFER AGREEMENT

This Equipment Transfer Agreement is entered into between Cornell Cooperative Extension of Suffolk County, located at 423 Griffing Avenue, Suite 100, Riverhead, New York 11901, and the Town of Riverhead, located at 200 Howell Avenue, Riverhead. This Agreement shall become in force and binding on both Parties as of the date it has been signed by both Parties.

Conditions

1. Cornell Cooperative Extension of Suffolk County will purchase 18 ,Five wave bike rack, black flange mount and 2 Dero, bike racks with flange mounts in Red (hereafter known as the Equipment)
2. Cornell Cooperative Extension of Suffolk County hereby transfers to all of its rights, title and interest in this Equipment, and the Town of Riverhead accepts all Cornell Cooperative Extension's right, title and interest in the Equipment.
3. Customer hereby assumes all risk of loss of the Equipment and accepts the Equipment AS IS, WHERE-IS, AND WITH ALL FAULTS, known or unknown.
4. Cornell Cooperative Extension of Suffolk County **DISCLAIMS AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE EQUIPMENT, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
5. The Town of Riverhead, on behalf of itself, its directors, trustees, partners, employees, affiliates, agents, guests, and each of their agents, affiliates, successors and assigns, hereby releases and shall defend, indemnify and hold harmless Cornell Cooperative Extension of Suffolk County, its affiliates, and each of their officers, agents, employees, assigns and successors in interest from and against, any and all liability, damages, losses, claims, demands, actions, causes of action, costs (including attorney's fees and expenses), or any of them, past, present or future, known or unknown, arising out of or in connection with the Equipment.
6. Neither this Agreement nor any interest under it is assignable by the Town of Riverhead, without the prior written consent of Cornell Cooperative Extension of Suffolk County.
7. The person signing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of the Party for whom he or she signs, and to fully bind such Party to this Agreement.

Cornell Cooperative Extension of
Suffolk County

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EQUIPMENT TRANSFER AGREEMENT

This Equipment Transfer Agreement is entered into between Cornell Cooperative Extension of Suffolk County, located at 423 Griffing Avenue, Suite 100, Riverhead, New York 11901, and The Town of Riverhead, located at 200 Howell Avenue. This Agreement shall become in force and binding on both Parties as of the date it has been signed by both Parties.

Conditions

1. Cornell Cooperative Extension of Suffolk County will purchase 1 64 inch with 2 benches # 113139 A Red and 1 84 inch w 2 benches # 113139 D Red tables (hereafter known as the Equipment) from Landscape Structure, Inc.
2. Cornell Cooperative Extension of Suffolk County hereby transfers to all of its rights, title and interest in this Equipment and The Town of Riverhead accepts all Cornell Cooperative Extension's right, title and interest in the Equipment.
3. Customer hereby assumes all risk of loss of the Equipment and accepts the Equipment AS IS, WHERE-IS, AND WITH ALL FAULTS, known or unknown.
4. Cornell Cooperative Extension of Suffolk County **DISCLAIMS AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE EQUIPMENT, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
5. The Town of Riverhead , on behalf of itself, its directors, trustees, partners, employees, affiliates, agents, guests, and each of their agents, affiliates, successors and assigns, hereby releases and shall defend, indemnify and hold harmless Cornell Cooperative Extension of Suffolk County, its affiliates, and each of their officers, agents, employees, assigns and successors in interest from and against, any and all liability, damages, losses, claims, demands, actions, causes of action, costs (including attorney's fees and expenses), or any of them, past, present or future, known or unknown, arising out of or in connection with the Equipment.
6. Neither this Agreement nor any interest under it is assignable by The Town of Riverhead, without the prior written consent of Cornell Cooperative Extension of Suffolk County.
7. The person signing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of the Party for whom he or she signs, and to fully bind such Party to this Agreement.

Cornell Cooperative Extension of
Suffolk County

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF RIVERHEAD

Resolution # 324

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY
OFFICE FOR THE AGING TO SUPPLEMENT THE TOWN'S EXPANDED
IN-HOME SERVICES FOR THE ELDERLY PROGRAM**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services including non-medical in-home personal care to the elderly residents of the Riverhead community; and

WHEREAS, Suffolk County Office for the Aging is interested in defraying a portion of the non-medical in-home personal care costs incurred by the Senior Citizen Department; and

WHEREAS, the Senior Citizen Department is interested in supplementing its in-home personal care to the elderly residents of the Riverhead community; and

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's non-medical in-home personal care program for the elderly residents of Riverhead on a fee-for-service basis at the rate of \$14.80 per unit of service for 2012/2013; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Joanne Kandell, Principal Accountant, Suffolk County Office for the Aging, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Contract

This Contract ("the Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Office for the Aging ("the Department"), located at 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and

Town of Riverhead ("the Contractor"), a New York municipal corporation, having an address at 200 Howell Avenue, Riverhead NY 11901.

The Contractor has been designated to receive funds from the County for Expanded In-Home Services for the Elderly Program (EISEP) and Community Services for the Elderly (CSE) Program ("the Services") as set forth in Article I, entitled "Description of Services."

Term of the Contract: April 1, 2012 through March 31, 2013; with an option, to be exercised at the County's discretion, to September 30, 2013 on the same terms and conditions herein.

Total Cost of the Contract: Shall be paid on a fee-for service basis at the rate of \$14.80 per unit of service as set forth in Exhibit 6.

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

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

Town of Riverhead

County of Suffolk

By: _____
Sean M. Walter
Supervisor
Fed. Tax ID #: 11-6001935
Date _____

By: _____
Title: Deputy County Executive
Date: _____

_____ hereby certifies under penalties of perjury that I am an officer of _____, that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that _____ meets all requirements to qualify for exemption thereunder.

**Approved:
Department**

By: _____
Holly Rhodes-Teague
Director, Office for the Aging
Date _____

Name _____
Date _____

Recommended:

By: _____
Ritva Gottesman
Asst. Senior Citizen Program Coordinator

**Approved as to Form Legality:
Dennis M. Cohen, County Attorney**

Date _____

By: _____
Basia Deren Braddish
Assistant County Attorney
Date _____



0013763

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Article I
EISEP/CSE Housekeeper/Chore & Ancillary
Description of Services

Whereas, the Contractor has been identified in the 2012 Suffolk County Adopted Budget to perform the Services for the Department; and

Whereas, the Expanded In-Home Services for the Elderly Program (EISEP) has been designated in the Suffolk County Operating Budget to receive funding; and

Whereas, the Community Services for the Elderly (CSE) has been designated in the Suffolk County Operating Budget to receive funding; and

Whereas, the continuity of service delivery is considered to be in the best interest of the County and the elderly residents of Suffolk County for the best possible outcomes;

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

1. Conflicting Provisions

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

2. Goals of Program

The Contractor shall provide EISEP/CSE Housekeeper/Chore services to functionally impaired persons aged sixty or over, who are not eligible to receive the same or similar services available under Titles XVIII, XIX, or XX of the Federal Social Security Act or any other governmental program, with non-medical in-home services. These services allow elderly persons to remain safe and independent in their own homes.

3. General Terms and Conditions

In general, but without limitation, the Contractor shall be required to comply with the criteria below:

- a. The Contractor agrees to adhere to the applicable New York State Office for the Aging Regulations ("Regulations") governing the Expanded in-Home Services for the Elderly Program 9NYCRR part 6654, as now in effect or as amended hereafter. (See Article IA attached)
- b. Contractor acknowledges that comprehensive assessment, by a Suffolk County Office for the Aging caseworker, is prerequisite to provision of non-medical in-home personal care. The eligibility, prioritization, care plan, financial status, cost share and discharge are determined by the case manager in accordance with EISEP Standards. The Contractor shall provide service as authorized in the care plan.
- c. One unit of EISEP/CSE Housekeeper/Chore service is equal to one hour of non-medical in-home personal care activities provided to or on behalf of the client as ordered on the care plan, excluding travel time. EISEP/CSE Housekeeper/Chore is as defined in 9NYCRR Part 6654.17 (e) (see Article 1A attached).

expand services. The Contractor must send a letter to each recipient at least annually informing him/her of the opportunity to contribute. The letter must include the sources of funding for the program and the following information:

Contributions to this (these) service(s) are free and voluntary. Service will not be denied because of inability or unwillingness to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

- b. In accordance with NYOFA Regulation 6654.8, the Department has developed a method for surveying client satisfaction to assure that the views of older persons are solicited and considered as to the operation of the program. The surveys seek to maintain the client's right to confidentiality. The Department sends each cost sharing client an evaluation letter at least once annually.
- c. The Contractor will send a survey to non-cost-sharing clients at least once annually.

6. Coordination

The Contractor shall coordinate the delivery of services with other providers and organizations to provide the most suitable outcomes and minimize possible duplication of effort. In order to accomplish this, the Contractor will undertake activities such as, but not limited to, participation in inter-agency meetings, coordination of referrals and follow-ups with other local service providers, entering into agreements with other organizations for joint efforts and/or funding, centralized assessment and maintaining up-to-date resource materials both within and outside the Contractor's organization.

7. Reporting Requirements

The Contractor shall submit monthly reports covering program activity and monthly schedule reports covering units of service and expenses. These reports must be submitted to the Department by the tenth day of the month following the period being reported. Any other reports, such as the personal care weekly worksheets, shall be submitted as required by the Department. Such reports must be on a form specified by the Department and shall comply with all procedures required by the Department for the proper payment of vouchers and audits.

8. Contractor's Staff

- a. The Contractor agrees to employ adequate numbers of qualified staff and supervisory personnel to assure satisfactory conduct of the program. The Contractor will have on file with the Department the procedures to be followed by workers and other staff in case of emergency, and policies and procedures for providing backup workers when the usual worker is not available. A "pool" of employees specifically dedicated to this service must be designated with the responsibility to fill in for all absences and emergency situations.
- b. The County shall have the right to prior approval of the filling of any housekeeper supervisor position and shall be advised by the Contractor of the duties and compensation of all personnel assigned to the EISEP/CSE program.
- c. Each non-medical in-home service worker shall receive regularly scheduled supervision in each client's home by the designated housekeeper supervisor at least once every six (6) months. Supervisory visits are to be unannounced to the in-home services worker. Copies of the supervisory reports must be kept on file and made available to the Department if requested.

- d. The Contractor shall comply with SDOH health requirements for in-home service workers pursuant to 10 NYCRR 766.11 (c) and (d) or any successor regulation.
1. All in-home workers are in good physical health;
 2. The health status of all new personnel is assessed and documented prior to the beginning of client contact, to ensure that he or she is free from any health impairment that is of potential risk to the client, client's family, informal caregivers, or employees or that may interfere with the performance of duties;
 3. A record of the following tests and examinations is maintained for all employees who have direct client contact;
 - i. Immunization to rubella, consistent with good medical practice, except that women of childbearing age shall have a screening test approved by the New York State Department of Health; and
 - ii. PPD (Mantoux) skin test for tuberculosis prior to employment and no less than every two years thereafter for negative findings. Positive findings shall require appropriate clinical follow-up but no repeat skin test;
 - iii. Any test that may be required by the local board of health; and
 - iv. An annual, or more frequent if necessary, health status assessment to assure that all personnel are free from any health impairment that is of potential risk to the patient, family, or employees or that may interfere with the performance of his or her duties.
- e. Each in-home services worker shall receive an annual assessment of his or her performance and effectiveness.
- f. Each person providing housekeeping/chore, Personal Care Level 1, services shall:
1. Be instructed, prior to delivering any in-home services, on how to work with the elderly;
 2. Receive an orientation, prior to delivering any in-home services to:
 - i. the housekeeping/chore tasks which the worker may perform;
 - ii. the policies and procedures of the provider agency; and
 - iii. the rights of clients as set forth in section 6654.16(ai) of this Part:
 3. Receive on-the-job training as needed to instruct the housekeeping/chore, Personal Care Level 1 worker, in a particular skill or technique or to assist in resolving problems in individual care situations.
- g. The Contractor shall complete a criminal history check on all in-home services workers and applicants.
- h. The Contractor shall screen in-home workers and job applicants for previous history of client abuse or criminal conviction for a felony relevant to their duties.
- i. The Contractor shall adhere to the requirements of 9NYCRR 6654.17 (j) now in effect or as amended hereafter with regard to its personnel.

9. Confidentiality

- a. The Contractor agrees that no personal information obtained from an individual in conjunction with this program shall be disclosed in a form in which it is identified with the individual without such individual's written consent to such disclosure, except to the Department.
- b. In the case of a request by the Department for names and addresses of individuals participating in the program, the Contractor shall furnish such information as requested. Failure to comply with a request by the Department for such information shall be deemed a material breach of this Agreement and shall result in a freeze on all monies due and owing to the Contractor until compliance by the Contractor.

10. Promotions and Advertisements

- a. It is the responsibility of the Contractor to provide publicity for the program and to have an identifying logo in equal sized lettering on any printed materials and on all brochures, flyers, and advertisements (including without limitation television graphics), and on program vehicles, as follows:

Funding Provided by the New York State Office for the Aging
and the
Suffolk County Office for the Aging

- b. Any announcements of the Program on radio or television must identify funding in the same manner.
- c. The provisions of this paragraph 9 supersede the provisions of paragraph 20a of Article III.

11. Administration

- a. Overall administration of this program will be the responsibility of the Contractor. The Contractor or its designee will insure proper implementation and direction of the service, act as liaison between the Department and the actual service and insure accuracy and timeliness of submission of all reporting forms and expenditures.
- d. Program staff shall attend meetings and training as requested by the Department.

12. Nonsectarian/Nonpartisan Declaration

The Contractor agrees that all services performed under this Agreement are secular and nonpartisan in nature and that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, candidate or partisan effort. Furthermore, the Contractor agrees that all program services are and will be available to all eligible individuals regardless of religious belief or political affiliation.

13. Monitoring

- a. The Contractor agrees to permit the Department's staff and staff of the New York State Office for the Aging to review programmatic records and to monitor training, supervision and services at any time.
- b. As required, the Department's fiscal staff may examine or review evidence regarding the existence, time and classification of financial transactions, which are charged to the program for reimbursement. To obtain this evidence, the fiscal staff will examine original documentary evidence.

14. Incident Reporting

- a. The Contractor agrees to provide the Department with reports of all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Agreement. All such notifications should be given to the Department immediately after the incident, if possible, but in no case longer than five (5) days after the incident. The Contractor further agrees to send the Department copies of all "notices of claim" or any other papers relating to litigation it receives relating to the program covered under this Agreement.
- b. The Contractor will report at least verbally to the Department, within 24 hours any incidents involving the client, whether the incident requires medical attention or not. A written follow up of such incident shall be sent to the Department within 5 days of occurrence. The Contractor will report any circumstances outside normal events that affect the well-being of the client, including deteriorating conditions and significant changes that might lead to unsafe conditions for the client.

End of Article I

Article IA

New York State Office for the Aging Regulations (“Regulations”) governing the Expanded in-Home Services for the Elderly Program 9 NYCRR Part 6654.17.

End of Article IA

Section 6654.17 EISEP in-home services.

(a) For purposes of this section the words "client" and "consumer" are interchangeable except where noted otherwise.

[(a)] (b) Each area agency receiving EISEP service funds shall ensure provision of both [housekeeping/chore and homemaking/personal care] Personal Care Level I (may appear as housekeeping/chore in other sections of the regulations) and Personal Care Level II (may appear as homemaking/personal care in other sections of the regulations) services as needed by EISEP participants as determined in compliance with the assessment procedures prescribed in section 6654.16 of this Part.

[(b)] (c) An in-home service provided as a respite service as described in section 6654.18 [of this Part] shall be so documented in the client case record [and reported as a respite service in the forms prescribed by the office].

[(c)] (d) An in-home services agency or area agency directly providing the services shall have and ensure that all in-home services workers are familiar with written procedures for responding to emergency situations.

[(d)] The area agency shall ensure that any certified home health agency providing EISEP in-home services shall, in fulfilling its charity care requirements, serve elderly individuals at least in proportion to their percentage in the population.]

(e) Some and total assistance as referenced in paragraphs (f) and (g) is defined as follows:

(1) some assistance means that a task or function is performed and completed by the client with assistance from another individual; and

(2) total assistance means that a task or function is performed and completed for the client .

[(e)] (f) [Housekeeping/chore] Personal Care Level I services include some or total assistance with only the following tasks on behalf of or to assist a client:

- (1) making and changing beds;
- (2) dusting and vacuuming the rooms which the client uses;
- (3) light cleaning of the kitchen, bedroom and bathroom;
- (4) dishwashing;
- (5) listing needed supplies;

(6) shopping for the client if no other arrangements are [~~feasible~~] possible;

(7) the client's laundering [if no family member is available or able,] including necessary ironing and mending;

(8) meal preparation, including simple modified diets;

(9) payment of bills and other essential errands; and

(10) escort to appointments and community activities may also be included under EISEP.

[(f)] (g) [Homemaking/personal care] Personal Care Level II services include only:

(1) some or total assistance with the tasks listed in subdivision [(e)] (f) of this section; and

(2) some or total assistance with:

(i) bathing of client in the bed, tub or shower;

(ii) dressing; [and]

(iii) grooming, including care of hair, shaving, and ordinary care of nails, teeth and mouth; [and]

[(3)] some assistance with the following tasks performed and completed by the client:]

[(i)] (iv) toileting, including assisting the client on and off the bedpan, commode or toilet;

[(ii)] (v) walking, beyond that provided by durable medical equipment, within and outside the home;

[(iii)] (vi) transferring from bed to chair or wheelchair;

[(iv)] (vii) preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets[, as prescribed];

[(v)] (viii) feeding;

[(vi)] (ix) [at the request of the client, with self-]administration of medication by the client, including prompting client of time, identifying the medication for the client, bringing the medication [to the client] and any necessary supplies or equipment to the client, opening the container for the client, positioning the client for medication and administration, [removing medication from the container and providing necessary liquids

for taking the medication, acting as an extension of the client] disposing of used supplies and materials and storing the medication properly;

([vii] x) routine skin care [,including application of nonprescription skin care products];

([viii] xi) [in a nontechnical manner in for use] using [of] medical supplies and equipment such as walkers and wheelchairs; and

([ix] xii) changing simple dressings.

[(g)] (h) To the extent feasible, the same worker should be assigned to a client whenever possible. An in-home services agency, area agency directly providing the services shall have a back-up system for worker substitution when the regular worker is not available. Under consumer directed in-home services, the consumer or consumer representative shall have a back-up system for worker substitution when the regular worker is not available.

[(h)] (i) [A personal care] Except under consumer directed in-home services, an in-home services worker shall be able to read[,] and write[,]; [and speak in English and, where applicable, in the client's primary language;] understand and carry out directions and instructions; record messages and keep simple records; and communicate with clients, their families and others involved in caregiving. Under consumer directed in-home services, the consumer or the consumer representative shall determine the abilities they will require the in-home services worker to possess.

[(i)] (j) An in-home services agency, area agency directly providing the services or, under consumer directed in-home services, the consumer or consumer representative shall ensure that in-home services workers perform tasks as specified in a client's care plan and service schedule.

[(j)] (k) Requirements for criminal background checks:

(1) An in-home services agency that is a licensed home care services agency or a certified home health agency providing in-home services shall comply with SDOH requirements for a criminal history check to the extent required by 10 NYCRR 402.

(2) Agencies providing in-home services other than licensed home care services agencies or certified home health agencies, including area agencies directly providing in-home services, shall complete a criminal history check on all in-home services workers and applicants.

(3) Under consumer directed in-home services, the consumer or the consumer representative must be informed by the case manager or fiscal intermediary as designated by the area agency of the option(s) to require a prospective in-home services worker to complete a criminal history check. [screen in-home workers and job applicants

for previous history of client abuse or criminal conviction for a felony relevant to their duties].

[(k)] (l) An in-home services agency, area agency directly providing the services or, under consumer directed in-home services, the consumer or consumer representative in conjunction with the fiscal intermediary shall comply with SDOH health requirements for in-home services workers pursuant to 10 NYCRR 766.11 (c) and (d) or any successor regulation.[ensure that:]

(1) all in-home workers are in good physical health;

(2) the health status of all new personnel is assessed and documented prior to the beginning of patient contact, to ensure that he or she is free from any health impairment that is of potential risk to the patient, patient's family or informal caregivers, or employees or that may interfere with the performance of duties;

(3) a record of the following tests and examinations is maintained for all employees who have direct client contact:

(i) immunization to rubella, consistent with good medical practice, except that women of childbearing age shall have a screening test approved by the New York State Department of Health, to be followed by immunization as appropriate;

(ii) ppd (Mantoux) skin test for tuberculosis prior to employment and no less than every two years thereafter for negative findings. Positive findings shall require appropriate clinical follow-up but no repeat skin test;

(iii) any test that may be required by the local board of health; and

(iv) an annual, or more frequent if necessary, health status assessment to assure that all personnel are free from any health impairment that is of potential risk to the patient, family, or employees or that may interfere with the performance of his or her duties.]

[(l)](m) Each in-home services worker shall receive an annual assessment of his or her performance and effectiveness[.]except under consumer directed in-home services no such assessment is required.

[(m)](n)[The in-home services agency or area agency directly providing the services shall have adequate insurance coverage for workers which may include self-insurance against liability claims resulting from personal or property injury.] The in-home services agency or area agency directly providing the services shall have liability or other insurance coverage in an amount sufficient to protect the area agency from any potential liability claims resulting from acts, omissions, or negligence of in-home services agency or area agency personnel. An area agency on aging sponsored by a county or other unit of general purpose local government may satisfy the insurance coverage requirement through self-insurance. The in-home services agency shall maintain such insurance

coverage while its contract with the area agency is in effect and the area agency directly providing the services shall maintain such coverage while it is providing the services.

[(n)](o) Except under consumer directed in-home services, each person providing [housekeeping/chore] Personal Care Level I services shall:

(1) be instructed, prior to delivering any in-home services, on how to work with the elderly;

(2) receive an orientation, prior to delivering any in-home services to:

(i) the housekeeping/chore tasks which the worker may perform;

(ii) the policies and procedures of the provider agency; and

(iii) the rights of clients as set forth in section 6654.16(ai) of this Part;

(3) receive on-the-job training as needed to instruct the [housekeeping/chore] Personal Care Level I worker in a particular skill or technique or to assist in resolving problems in individual care situations.

[(o)](p) Except under consumer directed in-home services, each person performing [homemaking/personal care] Personal Care Level II services shall participate successfully in a training program that meets the requirements described in 18 NYCRR 505.14(e)(1-4) and (7); or meets the training requirements as described in 10 NYCRR 700.2(b)(14)(i) or (ii). [.]

[(1)] participate successfully, as documented in such person's personnel file and through compliance monitoring by the area agency, in a training program approved by the office. The office will approve any equivalent program for personal care workers approved by the State Department of Social Services or any equivalent program for home health aides approved by the State Department of Health. For approval by the office, the training must include:

(i) prior to delivering any homemaking/personal care service, successful completion of basic training (or certification by the area agency of equivalent knowledge and skills according to criteria approved by the office) in:

(a) orientation to the agency, community, and the service;

(b) working with the elderly;

(c) body mechanics;

(d) homemaking/personal care skills, taught by a registered nurse;

(e) safety and accident prevention; and

(f) food, nutrition and meal preparation.

(ii) Within three months of being hired to deliver homemaking/personal care services, successful completion (or certification by the area agency of equivalent knowledge and skills according to criteria approved by the office), as documented by attendance records and evaluation materials, of basic training:

(a) directed by a registered professional nurse or social worker or home economist with at least a bachelor's degree or four years professional experience in an area related to delivery of human services or education;

(b) totalling at least 40 hours of classroom type training;

(c) covering the topics listed in subparagraph (i) of this subdivision; and:

(1) the family and family relationships;

(2) the child in the family;

(3) mental illness and mental health;

(4) care of the home and personal belongings; and

(5) family spending and budgeting;

(d) involving appropriate staff and community resources, such as public health nurses, home economists, physical therapists and social workers; and

(e) including evaluation of each person's competency in the required content according to criteria and methods for determining successful completion encompassing:

(1) attendance at all classes or equivalent instruction;

(2) determination of ability to competently perform required tasks and establish good working relationships with others;

(3) written, performance and oral testing; instructor observations of overall performance, attitudes and work habits, preparation of assignments or home study materials; or other methods;

(iii) for at least three hours semiannually, successful participation in in-service training to develop, review or expand skills or knowledge; and

(iv) successful participation in periodic on-the-job training, as needed, in specific skills

or techniques, or to assist in resolving problems in individual case situations, as deemed necessary by the supervising professional according to criteria for evaluating job performance and ability to function competently and safely; and

(2) provide references which shall be checked by the in-home services agency.]

(q) Under consumer directed in-home services, responsibilities for training, which includes orientation and instruction, are as follows:

(1) the consumer or consumer representative is responsible for determining the need for, and providing and/or arranging for any training of the in-home services worker pertaining to the performance of tasks in the consumer's care plan;

(2) the fiscal intermediary is responsible for training the consumer or the consumer representative and the in-home services worker on the following:

(i) the roles and responsibilities of the fiscal intermediary; and

(ii) the respective roles and responsibilities of the consumer or the consumer representative and the in-home services worker as they relate to the roles and responsibilities of the fiscal intermediary.

(r) at the request of the consumer or consumer representative additional training may be provided. If such training is available, the case manager or fiscal intermediary as designated by the area agency will inform the consumer or consumer representative what additional training is available to the consumer or consumer representative and the in-home services worker, and the entity(ies) responsible for providing it.

[(p)] (s) Except under consumer directed in-home services, each in-home services worker shall:

(1) have or be designated a supervisor who shall:

(i) be a registered professional nurse [or licensed practical nurse with two years of related experience] who is licensed and currently certified to practice as a registered professional nurse in New York State, meets the health requirements specified in (1) of this section and either has at least two years satisfactory recent home health care experience or has a combination of education and experience equivalent to at least two years of satisfactory experience with at least one year of home health care experience, or acts under the direction of a registered professional nurse who has at least two years satisfactory recent home health care experience or has a combination of education and experience equivalent to at least two years of satisfactory experience with at least one year of home health care experience; or possess a bachelors degree with a major in social work, psychology, counseling or related field and one year of experience in the health or social services field; or have five years of related experience.; and

(ii) have received an orientation from the area agency on EISEP's design, objectives, local administration, standards, policies and procedures;

(2) receive the first supervisory visit in the home of each client to whom he or she is regularly assigned within five working days of the first time he or she is to provide services to the client. If the visit does not take place the first time the worker is to provide services to the client, the supervisor shall contact the client by phone or letter, prior to service delivery, to inform the client of who the worker will be. The first in-home supervisory visit shall include:

(i) demonstration and instruction to the worker and the client concerning specific tasks to be performed;

(ii) orientation to the client and worker; and

(iii) clarification of the roles and responsibilities of the worker, the client and the supervisor in relation to the service plan;

(3) receive regular supervision by the designated supervisor [unannounced to the worker] in each client's home at least every six months during which the supervisor shall:

(i) evaluate the skills and performance of the in-home services worker[s performance of required tasks];

(ii) provide to the in-home services worker information, consultation, instruction, and demonstration as needed;

(iii) determine the extent to which client needs are appropriately and adequately being met;

(iv) follow up, as specified by the case management agency, with the client's case manager to report the findings of the supervisory visit; and

(v) provide the client and his or her authorized representative an opportunity to discuss in privacy with the supervisor the service being provided; [and]

(4) receive administrative supervision on a regular basis.

(t) Under consumer directed in-home services, the consumer or consumer representative shall supervise the in-home services worker.

(1) supervision shall include, but is not limited to, assuring that each in-home services worker competently and safely performs services that are within the worker's scope of services and that are included in the consumer's care plan.

[(q)] (u) Records of an in-home services agency[ies], area agency directly providing the

~~services or the fiscal intermediary under consumer directed in-home services~~ are subject to review only by the client, his or her authorized representative, case manager, case manager supervisor, area agency, the office, other authorized staff, and authorized program or fiscal monitoring agents.

[(r)] (v) An in-home services agency or area agency directly providing the services shall maintain a case record for each client receiving in-home services:

(1) containing:

(i) current and past care plan summaries;

(i) a copy of the current and past authorizations for service;

(iii) a list of names and dates of workers who provide the in-home services;

(iv) dated verifications of service provision, signed by the client or his or her authorized representative;

(v) accident or incident reports;

(vi) on-going narrative notes of a substantive nature that include but are not limited to:

(a) observations;

(b) problems;

(c) plans of action;

(d) records of telephone contacts; and

(e) records of in-home supervisory visits;

(2) updated in a timely manner; and

(3) maintained for six years from the end of the State fiscal year in which the client last received services.

(w) Under consumer directed in-home services, the fiscal intermediary shall maintain a record for each consumer receiving in-home services for whom it serves as the fiscal intermediary:

(1) Containing at a minimum:

(i) consumer or consumer representative contact information;

(ii) current and past authorization for services, during the fiscal intermediary's tenure;

(iii) name and other pertinent information of the consumer representative, if applicable;

(iv) name(s) and contact information of in-home services worker(s);

(v) name and contact information of back-up in-home services worker(s);

(vi) a log of contacts between the fiscal intermediary and the case manager and between the fiscal intermediary and the consumer or consumer representative that includes date, who contact was with, summary of contact and follow up;

(vii) documentation of training provided by the fiscal intermediary to the consumer or consumer representative; and

(viii) copies of any consumer specific reports requested by the area agency, case manager, consumer or consumer representative;

(2) updated in a timely manner; and

(3) maintained for six years from the end of the State fiscal year in which the consumer last received services.

(x) Under consumer directed in-home services, the fiscal intermediary shall maintain a record for each in-home services worker:

(1) Containing at a minimum:

(i) enrollment form(s) for an in-home services worker;

(ii) contact information;

(iii) documentation of meeting eligibility requirements to be an in-home services worker as referenced in section 6654.15(d)(7);

(iv) documentation of compliance with paragraph (l) of this section;

(v) documentation of compliance with paragraph (k) of this section, if applicable;

(vi) copies of any agreements signed by the in-home services worker;

(vii) required payroll and other benefits documents;

(viii) copy of time sheets or electronic time keeping records;

(ix) documentation of any training requests to the fiscal intermediary by the consumer or consumer representative for the in-home services worker; and

(x) a log of contacts between the fiscal intermediary and the in-home services worker that includes date, who contact was with, summary of contact and follow up;

(2) updated in a timely manner; and

(3) maintained for six years from the end of the State fiscal year in which the consumer last received services.

[(s)] (y) An in-home services agency or area agency directly providing the services shall maintain a personnel record for each in-home services worker containing evidence of compliance with this section. No reimbursement shall be available for services provided by individuals who are not trained and supervised in accordance with this section.

Historical Note

Sec. filed: Jan. 13, 1987 as emergency measure; March 13, 1987 as emergency measure; May 12, 1987 as emergency measure; July 10, 1987 as emergency measure; July 10, 1987; amd. filed June 29, 1999 eff. July 14, 1999. Amended (p)(3).

Article II
Definitions

1. Meanings of Terms

As used herein:

“**Audit of Financial Statements**” means the examination by the Comptroller and any Federal or State auditing authority of the financial statements of the Contractor resulting in the publication of an independent opinion on whether or not those financial statements are relevant, accurate, complete, and fairly presented.

“**Budget**” means the Contractor’s summary or plan of all intended revenue, whether received in the form of fees, grants, County funding, or any other source, and expenditures necessary to render the Services.

“**Budget Deficiency Plan**” means an analysis of the cost of the Services, changes in fiscal conditions, and required modifications to the Contract to continue to render the Services.

“**Comptroller**” means the Comptroller of the County of Suffolk.

“**Contract**” means all terms and conditions of this Contract, forming all rights and obligations of the Contractor and the County.

“**Contractor**” means the signatory corporation, its officers, officials, employees, agents, servants, sub-contractors, and any successor or assign of any one or more of the foregoing performing the Services.

“**County**” means the County of Suffolk, its departments, and agencies.

“**County Attorney**” means the County Attorney of the County of Suffolk.

“**Department**” means the signatory department approving the Contract.

“**Engineering Services**” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“**Event of Default**” means

- a. the Contractor’s failure to perform any duty required of it under paragraphs 1(b)-(e) of **Article III** of the Contract; or
- b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or
- c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

- d. the Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or
- e. the Contractor’s bankruptcy or insolvency; or
- f. the Contractor’s failure to cooperate in an Audit of Financial Statements; or
- g. the Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or
- h. the Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or
- i. the inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or
- j. any condition that the County determines, in its sole discretion, is dangerous.

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

“**Fringe Benefits**” means non-wage benefits which accompany, or are in addition to, a person’s salary, such as paid insurance, sick leave, profit-sharing plans, paid holidays, and vacations.

“**Fund Source**” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

“**Legislature**” means the Legislature of the County of Suffolk.

“**Management Letter**” means a letter certified as true by the Contractor’s certified public accountant or chief financial officer of findings and recommendations for improvements in internal fiscal control that were identified during an Audit of Financial Statements, but which were not required to be included in an audit report.

“**Municipal Corporation**” means a town, village, or school district.

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

“**State**” means the State of New York.

“**Statement of Other Contracts**” means a complete list of all other contracts under which money has been or will be paid to the Contractor from the County, Federal, or State governments, or a Municipal Corporation, and (i) which are currently in effect or (ii) which have expired within the past twelve (12) months and have not been renewed.

“**Suffolk County Payment Voucher**” means the document

Article III
General Terms and Conditions

after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

1. Contractor Responsibilities

a. Duties and Obligations

- i.) It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.
- ii.) The Contractor shall promptly take all action as may be necessary to render the Services.
- iii.) The Contractor shall not take any action that is inconsistent with the provisions of the Contract.
- iv.) Services provided under this Contract shall be open to all residents of the County.

b. Qualifications, Licenses, and Professional Standards

- i.) The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.
- ii.) The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

c. Notifications

- i.) The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him, her, or the Contractor to perform the Services.
- ii.) In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days

- iii.) In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

d. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with subparagraphs (b) and (c) above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

e. Credentialing

- i.) In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

- ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

i. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Service. The failure to file, submit, or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraph 8 of this Article III.

2. Termination

a. Thirty Days Termination

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

b. Event of Default; Termination on Notice

- i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.
- ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 24 of this Article III.

d. Duties upon Termination

- i.) The Contractor shall discontinue the Services as directed in the termination notice.
- ii.) The County shall pay the Contractor for the Services rendered through the date of termination.
- iii.) The County is released from any and all liability under the Contract, effective as of the date of the termination notice.

3. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

4. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in

amounts and types as follows:

- i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.
 - ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.
- b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).
 - c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

- d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance and business use automobile insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
- e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.
- f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.
- g. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.

5. **Independent Contractor**

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

6. **Severability**

It is expressly agreed that if any term or provision of this Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

7. Merger; No Oral Changes

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

- i.) the Services to be provided; or
- ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
- iii.) the class of individuals to be afforded an opportunity to receive the Services.

8. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any sum due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

10. Nonsectarian Declaration

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

9. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status

- i.) deny any individual the Services provided pursuant to the Contract; or
- ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
- iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
- iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
- v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the

11. Governing Law

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

12. No Waiver

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

13. Conflicts of Interest

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

14. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation

that may be required to defend the other party, its employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter):

15. Confidentiality

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

1. the dissolution, merger, consolidation or other reorganization of the Contractor; and
2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

16. Assignment and Subcontracting

- a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.
- b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

- i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;
- ii.) a summary of the material terms of the proposed Permitted Transfer;
- iii.) the name and address of the proposed transferee;
- iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;
- v.) all executed forms required pursuant to Article IV of the Contract, that are required to be submitted by the Contractor; and
- vi.) such other information as the County may reasonably require.

17. Changes to Contractor

- a. The Contractor may, from time to time, only with the County's written consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:
 - i.) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof; and
 - ii.) if the Contractor is a closely held

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or

deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 24 of Article III of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

- e. Notwithstanding the County's consent,
 - i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and
 - ii.) such consent shall not be deemed consent to any further transfers.

18. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

19. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County.

20. Publications and Publicity

- a. Any book, article, report, or other publication or printed matter related to the Services provided pursuant to this Agreement shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk."

- b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

21. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

22. Arrears to County

Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

24. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure

agreements, trade secrets and commercial information or financial information that is privileged or confidential Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

25. Notice

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Article III

Article IV

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit."

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have

complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal

Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

Suffolk County Lawful Hiring of Employees Law Form LHE-6; entitled "Notice of Non-Applicability For Compliance With Federal Law (8 U.S.C. Section 1324A) With Respect To Lawful Hiring Of Employees."

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

~~endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.~~

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Article IV

Article V
General Fiscal Terms and Conditions

from any further County contracts.

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates and all program Budget categories. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. Time and attendance records of a project director, if any, shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the County by a Contractor official empowered to sign the Contract. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control. Documentation, including any other form(s) required by County or the Suffolk County Department of Audit and Control, shall be furnished to the County pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller.

d. Budget Modification

i.) The parties shall use the Contract Budget Modification Request form ("Budget Modification") for revisions to the Budget and Services not involving an increase to the total cost of the Contract. The Contractor shall submit to the County the Budget Modification proposed revisions for either Budget or the Services. Such request must be made in advance of incurring any expenditure for which the revision is needed.

ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget Modification form. The Contractor shall return it to the County for execution.

iii.) Upon complete execution of the Budget Modification form, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget Modification is completely executed.

iv.) The Budget Modification form may be submitted only twice per calendar year and may only be submitted prior to November 15th of that year.

e. Budget and/or Services Revisions

i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for revisions to the Budget and Services involving any change to the total cost of the Contract due to a resolution of the Legislature, changes to the County's adopted annual budget, or for any other reason necessitating revisions to the Budget or Services.

ii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget/Services Revisions form. The Contractor shall return it to the County.

iii.) Upon complete execution of the form by the parties, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget /Services Revisions is completely executed.

f. Taxes

The charges payable to the Contractor under the Contract are exclusive of federal, state, and local taxes, the County being a municipality exempt from payment of such taxes.

g. Final Voucher

The acceptance by the Contractor of payment of all billings made on the final approved Suffolk County Payment Voucher shall operate as and shall be a release of the County from all claims by the Contractor.

2. Subject to Appropriation of Funds

a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.

b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:

- i.) determine how to pay for the Services;
- ii.) determine future payments to the Contractor; and
- iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

c. The County may, during the Term, impose a Budget Deficiency Plan. In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days.

3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures

a. Upon request, the Contractor shall submit to the County a current copy, certified by the Contractor as true and accurate, of its

- i.) salary scale for all positions listed in the Budget;
- ii.) personnel rules and procedures;
- iii.) pension plan and any other employee benefit plans or arrangements.

b. The Contractor shall not be entitled to reimbursement for costs under any pension or benefit plan the Comptroller deems commercially unreasonable.

c. Notwithstanding anything in this paragraph 3 of this Article V, the County shall not be limited in requesting such additional financial information it deems reasonable.

4. Accounting Procedures

a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph b. below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

c. The Contractor shall utilize the accrual basis of accounting and will submit all financial reports and claims based on this method of accounting during the Term.

5. Audit of Financial Statements

a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or otherwise.

b. The provisions of this paragraph shall survive the expiration or termination of the Contract.

6. Financial Statements and Audit Requirements

a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor's "fiscal year" in which the Contractor has received, or will receive, three hundred thousand (\$300,000.00) dollars or more from the County, whether under the Contract or other agreements with the County, and shall submit a report to the County on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.

b. The Auditor should be required to meet the following minimum requirements:

- i.) a current license issued by the New York State Education Department;
- ii.) sufficient auditing experience in the not-for-profit, governmental or profit-making areas, as applicable; and
- iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.

c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.

d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.

e. The Contractor must submit to the County a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement must include all Federal funding received directly from the Federal government and all Federal funds passed through from the County and other pass-through entities.

- f. Copies of all financial statements, Management Letters, Single Audit Reports and other audit reports must be transmitted to the County and to the Executive Director of Auditing Services at the address set forth above. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal year, to which the audit relates.
- g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from auditing all records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.
- h. The provisions of this paragraph shall survive the expiration or termination of the Contract.
7. **Furniture, Fixtures, Equipment, Materials, Supplies**
- a. **Purchases, Rentals or Leases Requiring Prior Approval**
- Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand dollars (\$1,000.00) per unit for which the Contractor will seek reimbursement from the County, the Contractor shall submit to the County a written request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, and estimated total cost of the proposed order. Written approval of the County shall be required before the Contractor may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new or like new unless specifically described otherwise in the Budget.
- b. **Purchase Practices/Proprietary Interest of County**
- i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.
- ii.) The County reserves the right to purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available
- to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.
- iii.) The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.
- iv.) The Contractor shall attach labels indicating the County's proprietary interest or title in all such property.
- c. **County's Right to Take Title and Possession**
- Upon the termination or expiration of the Contract or any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of the Contract, the bankruptcy of the Contractor, an assignment for the benefit of its creditors, or the failure of the Contractor to satisfy any judgment against it within thirty (30) days of filing of the judgment, the County shall have the right to take title to and possession of all furniture, removable fixtures, equipment, materials, and supplies and the same shall thereupon become the property of the County without any claim for reimbursement on the part of the Contractor.
- d. **Inventory Records, Controls and Reports**
- The Contractor shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to the Contract and all prior agreements between the parties, if any. Three (3) months before the expiration date of the Contract, the Contractor shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report setting forth the results of such physical count shall be prepared by the Contractor on a form or forms designated by the County, certified and signed by an authorized official of the Contractor, and one (1) copy thereof shall be delivered to the County within five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination or expiration date of the Contract, the Contractor shall submit to the County six (6) copies of the same report updated to such date of the Contract, certified and signed by an authorized official of

the Contractor, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid expiration date, and revised, if necessary, to include any inventory changes during the last three (3) months of the Term.

e. Protection of Property in Contractor's Custody

The Contractor shall maintain vigilance and take all reasonable precautions to protect the furniture, fixtures, equipment, material or supplies in its custody against damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. In the event of burglary, theft, vandalism, or disappearance of any item of furniture, fixtures, equipment, material or supplies, the Contractor shall immediately notify the police and make a record thereof, including a record of the results of any investigation which may be made thereon. In the event of loss of or damage to any item of furniture, fixtures, equipment, materials, or supplies from any cause, the Contractor shall immediately send the County a detailed written report thereon.

f. Disposition of Property in Contractor's Custody

Upon termination of the County's funding of any of the Services covered by the Contract, or at any other time that the County may direct, the Contractor shall make access available and render all necessary assistance for physical removal by the County or its designee of any or all furniture, removable fixtures, equipment, materials or supplies in the Contractor's custody in which the County has a proprietary interest, in the same condition as such property was received by the Contractor, reasonable wear and tear excepted. Any disposition, settlements or adjustments connected with such property shall be in accordance with the rules and regulations of the County and the State of New York.

8. Lease or Rental Agreements

If lease payments or rental costs are included in the Budget as an item of expense reimbursable by the County, the Contractor shall promptly submit to the County, upon request, any lease or rental agreement. If during the Term, the Contractor shall enter into a lease or rental agreement, or shall renew a lease or rental agreement, the Contractor shall, prior to the execution thereof, submit such lease or rental agreement, to the County for approval.

9. Statement of Other Contracts

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County,

which shall be attached as an exhibit to the Contract. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall attach a then current Statement of Other Contracts.

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County's Obligations

The maximum amount to be paid by the County is set forth on the first page of the Contract.

b. Duplicate Payment from Other Sources

Payment by the County for the Services shall not duplicate payment received by the Contractor from any other source.

c. Funding Identification

The Contractor shall promptly submit to the County upon request, a schedule for all programs funded by the County, itemizing for each such program the sums received, their source and the total program budget.

d. Outside Funding for Non-County Funded Activities

Notwithstanding the foregoing provisions of the Contract, it is the intent of the County that the terms and conditions of the Contract shall not limit the Contractor from applying for and accepting outside grant awards or from providing additional educational activities/services which may result in the Contractor incurring additional costs, as long as the following conditions are met:

i.) The County is not the Fund Source for the additional services;

ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and

iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.

iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional services to be provided and the source of funding that

	h. Budget
<p>e. Potential Revenue</p> <p>The Contractor shall actively seek and take reasonable steps to secure all potential funding from grants and contracts with other agencies for programs funded by the County.</p>	<p>The Contractor expressly represents and agrees that the Budget lists all revenue, expenditures, personnel, personnel costs and/or all other relevant costs necessary to provide the Services.</p>
<p>f. Payments Contingent upon State/Federal Funding</p> <p>Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to subparagraph g. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.</p>	<p>i. Payment of Claims</p> <p>Upon receipt of a Suffolk County Payment Voucher, the County, at its discretion, may pay the Contractor during the Term, in advance, an amount not to exceed one sixth (1/6) of the maximum amount to be paid by the County set forth on the first page of the Contract.</p>
<p>g. Denial of Aid</p> <p>If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the Term because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied by the state or federal government agency, and the County's obligation to the Contractor shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor under the Contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, payable to the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract.</p>	<p>j. Payments Limited to Actual Net Expenditures</p> <p>The Contractor agrees that if, for any reason whatsoever, the Contractor shall spend during the Term for the purposes set forth in the Contract an amount less than, or receive amounts more than, provided in the Budget, the total cost of the Contract shall be reduced to the net amount of actual Contractor expenditures made for such purposes. The total amount to be paid by the County shall not exceed the lesser of (i) actual net expenditures or (ii) the total cost of the Contract on the cover page and in the Budget. Upon termination or expiration of the Contract, if the Contractor's total amount of allowable expenses is less than the total amount of the payments made during the Term, the Contractor shall prepare a check payable to the Suffolk County Treasurer for the difference between the two amounts and submit such payment to the County, along with the final Suffolk County Payment Voucher.</p>
	<p>k. Travel Costs</p> <p>Reimbursement to the Contractor for travel costs shall not exceed amounts allowed to County employees.</p>
	<p>l. Attendance at Conferences</p> <p>All conferences that are partially or fully funded by the County that the Contractor's staff wishes to attend must be pre-approved, in writing, by the County and must be in compliance with Suffolk County Standard Operating Procedure A-07 and Executive Order No. 4-2004.</p>
	<p>m. Salaries</p> <p>The Contractor shall not be eligible to receive any salary reimbursement until proof of deposit or payment of all withholding and payroll taxes to the Federal/State governments has been provided to the County.</p>

n. **Salary Increases**

End of Article V

No salary, wage, or other compensation for the Services shall be increased over the amount stated in the Budget without the prior written approval of the County.

o. **Contractor Vacancies**

The County shall have the right of prior approval of the Contractor's filling of any vacant position as of the date of execution of the Contract or as may thereafter become vacant, and, in the exercise of that right. The County may promulgate reasonable regulations involving filling of vacancies which shall be deemed to be incorporated by reference in, and be made part of, the Contract, provided, however, that subject to the availability of funding, approval for the hiring of replacement clerical shall be a Contractor determination.

p. **No Limitation On Rights**

Notwithstanding anything in this Article V to the contrary, the County shall have available to it all rights and remedies under the Contract and at law and equity.

q. **Comptroller's Rules and Regulations**

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the County Department of Audit and Control and any amendments thereto during the Term. The County shall provide the Contractor with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant Agreements" during the Term.

Exhibits

- Exhibit 1** Public Disclosure **not applicable**
- Exhibit 2** Living Wage
- Exhibit 3** Union Certification
- Exhibit 4** Lawful Hiring
- Exhibit 5** Certification Regarding Lobbying
- Exhibit 6** Legislative Designated Funding Applications; Budget
- Exhibit 7** Budget Modification Request
- Exhibit 8** Budget/Services Revisions Approval
- Exhibit 9** Standard Operating Procedure A-07 Amendment 1
and Executive Order 14-2007 or any successor order.
- Exhibit 10** Comptroller's Rules and Regulations for Consultant's Agreements
- Exhibit 11** Statement of Other Contracts

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ADOPTED

TOWN OF RIVERHEAD

Resolution # 325

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY
OFFICE FOR THE AGING FOR THE PURPOSE OF SUPPLEMENTING THE
TOWN'S SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services including meals for the elderly residents of the Riverhead community; and

WHEREAS, Suffolk County Office for the Aging is interested in defraying in part the costs for meals incurred by the Senior Citizen Department; and

WHEREAS, the Senior Citizen Department is interested in supplementing its budget regarding the costs for meals incurred by the Senior Citizen Department; and

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's Supplemental Nutrition Assistance Program in an amount not to exceed \$249,291.00 for 2012/2013; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Joanne Kandell, Principal Accountant, Suffolk County Office for the Aging, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

05.01.12
120326

ADOPTED

TOWN OF RIVERHEAD

Resolution # 326

**AUTHORIZES SETTLEMENT OF STREET LIGHTING
ACCOUNT WITH LIPA**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, as the result of an audit performed by LIPA, LIPA has notified the Town that the Town owes a total of \$234,834.79 on the above-mentioned account, of which \$163,292.67 is in arrears; and

WHEREAS, based upon information in the Town's possession the Town has denied that the arrears was due to LIPA;

WHEREAS, prior to commencement of legal action, the parties entered into negotiations and LIPA has presented the Town with the results of that audit; and

WHEREAS, the parties have agreement on terms and conditions of a settlement, a copy of which is annexed hereto; and

WHEREAS, in light of the costs attendant to proceeding to a trial with the attendant uncertainties of litigation it is in the best interests of the Town to accept the settlement proposal.

NOW BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the settlement proposal; and it is further

RESOLVED that Town Supervisor is hereby authorized to sign the Agreement in substantially the same form as attached on behalf of the Town as well as any other documents necessary to effectuate the settlement and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Engineering Department, the Accounting Department, and the Town Attorney; and it is further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



Direct Dial No.: (631) 844-3778

April 26, 2012

Hon. Sean M. Walter
Town Supervisor
Town of Riverhead
200 Howell Ave.
Riverhead, NY 11901

Re: Town of Riverhead
Street Lighting Account with LIPA
Account No. 953-95-0316-02

Dear Supervisor Walter:

I have outlined below the terms of the Agreement ("Agreement") which the Town of Riverhead (the "Town") has reached with Long Island Lighting Company d/b/a LIPA ("LIPA") for the payment of the outstanding arrears owed on the above-mentioned street lighting electric account with LIPA, as follows:

1. LIPA's business records indicate that the Town owes a total of \$261,106.98 on the above-mentioned account, of which \$175,954.01 is in arrears.
2. The Town agrees to pay its arrears of \$175,954.01 (the "Agreement Amount") to LIPA in the following manner. On or before May 28, 2012, the Town shall make a payment of \$7,331.00 to LIPA. Commencing on or before June 28, 2012, and continuing each month on the 28th day of the month, the Town shall pay LIPA \$7,331.00 per month until the arrears on the above-mentioned account are paid in full. The checks should be made out to the order of LIPA and should be sent to Suzanne M. Brienza, Manager, LIPA/National Grid Credit & Collections, 15 Park Drive, Melville, New York 11747.
3. The Parties agree that the Agreement Amount will not be subject to late payment charges during the term of the Agreement unless the Town fails to make the installment payment in a timely fashion by the 28th day of each month, at which time, LIPA will assess late payment charges.
4. The Town shall also during the term of this Agreement pay any and all current and future LIPA bills, including assessed late payment charges, in a timely manner, that is, within twenty (20) days from the date the bill is rendered. However, pursuant to

LIPA's tariff, LIPA reserves the right to impose late payment charges on all bills not paid within twenty-seven days of the date the bill is rendered during such time.

5. In the event that the Town determines that it is not responsible for a particular set of street lights, it shall promptly notify LIPA of this fact and supply supporting documentation concerning the party responsible for the set of street lights. After reviewing the documents and determining that the Town is not responsible, LIPA will then credit the Town's account in the amount of the charges assessed over the last six years to that set of street lights.

6. In the event that the Town fails to make any payment as set forth in paragraphs 2 and 4 of this Agreement, which default is not cured, after fifteen (15) days written notice of default by LIPA via facsimile to the Town, Attn: Town Attorney, 200 Howell Avenue, Riverhead, NY 11901, fax no. (631) 727-6152. LIPA may take all actions necessary to protect its rights, including but not limited to, terminating service to the above-mentioned account pursuant to the terms of LIPA's electric tariffs and/or commencing litigation against the Town.

7. LIPA and the Town agree that this Agreement and its terms are confidential and its existence and terms shall not be disclosed except to each party's officers, directors, partners, employees, affiliates, agents, representatives, investors or lenders ("Representatives") or to a regulatory agency having jurisdiction over the Party, or to the extent required in a proceeding conducted by a court or agency exercising jurisdiction over this Agreement or over any Party if the Party aware of such proceeding notifies the other Parties of such disclosure requirement promptly and seeks from such court or agency an order protecting the confidentiality of this Agreement and its terms disclosed to such court or agency. This Agreement and its terms may be disclosed in conformance with the New York State Freedom of Information Law, to which LIPA is subject.

8. The breach of any terms of this Agreement constitutes breach of the entire Agreement. This Agreement may be specifically enforced in a court of law and may be used as evidence in a subsequent proceeding.

9. This Agreement represents the entire understanding of the parties relating to this matter. This Agreement shall not be amended except by a written instrument signed by the parties hereto.

10. The terms of this Agreement shall be binding upon the parties hereto and to their heirs, successors, and assigns. No party shall assign this Agreement without prior written consent of the other parties, which shall not be unreasonably withheld or delayed.

11. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the

parties have not been signed the same counterpart. A faxed or emailed copy of the signed Agreement shall be considered an original.

Please acknowledge acceptance of these terms by signing this Agreement below

Very truly yours,

Suzanne Brienza
Manager, Credit & Collections

AGREED TO AND ACCEPTED BY:

THE TOWN OF RIVERHEAD

By: _____
Name: _____
Title: _____
Date: April __, 2012

TOWN OF RIVERHEAD

Resolution # 327

**RESOLUTION AND CONSENT APPROVING THE DEDICATION OF A
HIGHWAY KNOWN AS CANTERBURY DRIVE (SOUTHERLY PORTION)
(BIRCHWOOD AT WADING RIVER – SECTION 4)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

At a regular meeting of the
Town Board of the Town of
Riverhead, in the County of
Suffolk, State of New York,
held at 200 Howell Avenue,
Riverhead, New York on the
1st day of May, 2012.

P R E S E N T :

- Hon. Sean M. Walter, Supervisor
- John Dunleavy, Councilperson
- James Wooten, Councilperson
- Jodie Giglio, Councilperson
- George Gabrielsen, Councilperson

_____ X

In the Matter of the Dedication of
Certain Highways in the Town of
Riverhead, County of Suffolk and
State of New York, Known as

**RESOLUTION
AND CONSENT**

CANTERBURY DRIVE (southerly portion).

_____ X

WHEREAS, a certain subdivision map was filed in the Office of the Clerk
of the County of Suffolk, known as "Birchwood at Wading River, Section 4",
Town of Riverhead, County of Suffolk, State of New York, filed on March 29,

2004 as File No. 11076 in the Office of the Clerk of Suffolk County, Riverhead, New York; and

WHEREAS, plans for the construction of various improvements to said roads and drainage area known and designated as CANTERBURY DRIVE (southerly portion) were submitted to the Planning Board of the Town of Riverhead; and

WHEREAS, the Town Board of the Town of Riverhead did approve a performance bond as to form, sufficiency, manner of execution and surety; and

WHEREAS, said roads, drainage systems, sumps and other improvements have been completed in accordance with the plans and specifications of the Town of Riverhead Planning Board; and

WHEREAS, the construction of the said roads, drainage systems, sumps and other improvements have met with the approval of the Superintendent of Highways of the Town of Riverhead; and

WHEREAS, a copy of the Order Laying Out Road Upon Consent of Owner(s) from the Superintendent of Highways indicating his consent is annexed hereto and made a part hereof; and

WHEREAS, a Title Certification from Omni title Agency, an authorized agent for first American title Insurance Company, Title Number 12-00306, dated March 12, 2012 has been filed with the Clerk of the Town of Riverhead, together with a deed of dedication and release affecting said roads, drainage systems, sumps and/or other improvements.

NOW THEREFORE BE IT RESOLVED, that in accordance with the provisions of Section 171 of the Highway Law of the State of New York, consent be and the same is hereby given that the Superintendent of Highways of the Town of Riverhead, make an order laying out certain roads and drainage area known as CANTERBURY DRIVE (southerly portion), said Town roads to consist of the land described in the deed of dedication dated the 25th day of April, 2012 and to extend same as delineated therein; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby directed to forthwith cause such deeds of dedication to be recorded in the Office of the Clerk of the County of Suffolk, and upon its return, to attach it hereto; and be it further

RESOLVED, that the maintenance security (Capital One Bank Cashier's Check #7001533573 in the amount of \$90,665.76) submitted has been reviewed and approved by the Town Attorney as to form and that the Town Clerk is hereby

directed to release any and all previously submitted performance bonds upon adoption of this resolution by the Town Board; and be it further

RESOLVED, that this resolution shall take effect immediately; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, Riverhead, New York, 11901; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

Dated: Riverhead, New York
May 1, 2012

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

X

In the Matter of the Laying Out of Certain
Highways in the Town of Riverhead,
County of Suffolk and State of New York,
known as

**ORDER LAYING OUT
ROAD UPON CONSENT
OF OWNER(S)**

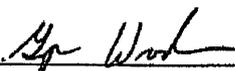
CANTERBURY DRIVE

X

WHEREAS, application having been duly made for the laying out of certain Town highways in the Town of Riverhead, County of Suffolk, State of New York, known as **CANTERBURY DRIVE**, for the lands through which the highways are proposed to be opened having been given and the Town Board of the Town of Riverhead having given its consent.

NOW THEREFORE, I, the Superintendent of Highways of the Town of Riverhead, County of Suffolk, State of New York, do hereby determine and order that Town highways shall be and the same are hereby laid out in said Town as more particularly described on SCHEDULE "A" annexed hereto.

Dated: Riverhead, New York
March 31, 2012



GEORGE WOODSON, Superintendent
Town of Riverhead Highway Department

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Wading River, Town of Riverhead, County of Suffolk and State of New York, known and designated as Canterbury Drive, as shown on Subdivision, "Birchwood at Wading River, Section 4" filed in the Office of the Clerk of Suffolk County on March 29, 2004 as File No. 11076, more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Canterbury Drive at the northwesterly corner of Open Space Parcel C, Subdivision, "Birchwood at Wading River, Section 1" Suffolk County File No. 10670, said point being situate the following: three (3) courses and distances as measured along the easterly side of Canterbury Drive from the easterly terminus of the arc of a curve connecting the easterly side of Canterbury Drive and the southerly side of Maidstone Lane:

1. On the arc of a curve to the left having a radius of 25.00 feet for a distance of 39.27 feet;
2. South 22 degrees 54 minutes 54 seconds East 113.12 feet;
3. On the arc of a curve to the left having a radius of 1,337.74 feet for a distance of 70.68 feet;

RUNNING THENCE from said point of beginning on the arc of a curve to the left having a radius of 1,337.74 feet along Open Space Parcel C, Subdivision, "Birchwood at Wading River, Section 1" for a distance of 264.89 feet to Lot 150, Subdivision, "Birchwood at Wading River, Section 4";

RUNNING THENCE along Lot 150, Lot 149, Lot 148, Lot 147, Lot 146, Lot 145, Lot 144, Lot 143, Lot 142, Lot 141 and Lot 140, Subdivision, "Birchwood at Wading River, Section 4" the following five (5) courses and distances:

1. South 37 degrees 17 minutes 15 seconds East 232.99 feet;
2. On the arc of a curve to the right having a radius of 661.09 feet for a distance of 573.87 feet;
3. South 12 degrees 26 minutes 59 seconds West 166.99 feet;
4. On the arc of a curve to the left having a radius of 1,038.56 feet for a distance of 446.56 feet;
5. South 12 degrees 11 minutes 07 seconds East 260.36 feet to a monument found and Lot 116, Subdivision, "Birchwood at Wading River, Section 3" Suffolk County File No. 11075;

RUNNING THENCE South 82 degrees 25 minutes 27 seconds West crossing Canterbury Drive 55.18 feet to Lot 139, Subdivision, "Birchwood at Wading River, Section 4";

RUNNING THENCE along Lot 139, Lot 138, Lot 137, Lot 136, Lot 135, Lot 134, Lot 133, Lot 132, Lot 131, Lot 130 and Lot 129, Subdivision, "Birchwood at Wading River, Section 4" and along Open Space Parcel B, Subdivision, "Birchwood at Wading River, Section 1" the following six (6) courses and distances:

1. North 12 degrees 11 minutes 07 seconds West 255.93 feet;
2. On the arc of a curve to the right having a radius of 1,093.56 feet for a distance of 470.21 feet;
3. North 12 degrees 26 minutes 59 seconds East 166.99 feet;
4. On the arc of a curve to the left having a radius of 606.09 feet for a distance of 526.13 feet;
5. North 37 degrees 17 minutes 15 seconds West 232.97 feet;
6. On the arc of a curve to the right having a radius of 1,392.74 feet for a distance of 275.80 feet to a point;

RUNNING THENCE North 64 degrees 03 minutes 29 seconds East crossing Canterbury Drive 55.00 feet to the point or place of **BEGINNING**.

FOR INFORMATION ONLY:

District 0600 Section 115.00 Block 01.00 Lot 010.083

05.01.12
120328

ADOPTED

TOWN OF RIVERHEAD

Resolution # 328

**RESCINDS RESOLUTION #50 OF 2012 AND
REAPPOINTS LEGAL REPRESENTATION FOR THE
ZONING BOARD OF APPEALS & BOARD OF ASSESSORS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on January 18, 2012, the Town Board appointed legal counsel that resolution #50 of 2012 incorrectly set forth the rate at which counsel was to be paid annually; and

WHEREAS, the Town Board wishes to reappoint as Special Counsel, Scott DeSimone to represent the Zoning Board of Appeals and the Board of Assessors effective January 1, 2012.

NOW THEREFORE BE IT RESOLVED, that Scott DeSimone is hereby reappointed as Special Counsel to the Zoning Board of Appeals. General representation to the Board including but not limited to appearance at Zoning Board of Appeals meetings shall be at a monthly per diem of \$1,500.; Representation in connection with litigation commenced against the Zoning Board of Appeals shall be at a rate of \$175.00/hour; and

BE IT FURTHER RESOLVED, that Scott DeSimone is also hereby reappointed as Special Counsel to the Board of Assessors at a rate of \$175.00/hour; and

RESOLVED, the Town Clerk be and is hereby directed to forward a copy of this resolution to Scott DeSimone, the Office of Accounting, the Zoning Board of Appeals and The Board of Assessors.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 329

**APPROVES CHAPTER 90 APPLICATION OF WADING RIVER SHOREHAM
CHAMBER OF COMMERCE, INC.
(Duck Pond Day)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on April 17, 2012, the Wading River Shoreham Chamber of Commerce, Inc. submitted a Chapter 90 Application for the purpose of conducting their "19th Annual Duck Pond Day", to include a parade, musical entertainment, crafts and educational exhibits to be held on North Country Road, Wading River, New York, on Sunday, May 20, 2012, between the hours of 12:00 noon and 5:00 p.m.; and

WHEREAS, the Wading River Shoreham Chamber of Commerce, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617.6(b); and

WHEREAS, due to its not-for-profit status, the applicant has requested the Chapter 90 application fee be waived; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents including the certificate of insurance regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the application of the Wading River Shoreham Chamber of Commerce, Inc. for the purpose of conducting their "19th Annual Duck Pond Day", to include a parade, musical entertainment, crafts and educational exhibits to be held on

North Country Road, Wading River, New York, on Sunday, May 20, 2012, between the hours of 12:00 noon and 5:00 p.m. is hereby approved; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public and shall be contacted at least three days in advance for the purpose of arranging the "pre-opening" inspection appointment at (631) 727-3200 extension 601; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

RESOLVED, that any tent installations, including the obtainment of any necessary tent permits, and any all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and National Fire Protection Association 102 (Tents & Membrane Structures); and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 application fee for this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Wading River Shoreham Chamber of Commerce, Inc., P.O. Box 348, Wading River, NY, 11792; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 330

**APPROVES THE CHAPTER 90 APPLICATION OF
RIVERHEAD ELKS LODGE #2044
(Lawn Mower Event and Children's Bicycle Races – May 6, 2012)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on April 10, 2012, the Riverhead Elks Lodge #2044 (Riverhead Elks) submitted a Chapter 90 Application for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, May 6, 2012 between the hours of 12:00 noon and 4:00 p.m., having a rain date of May 20, 2012; and

WHEREAS, the Riverhead Elks submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

WHEREAS, the Riverhead Elks have requested the Chapter 90 Application fee for this event be waived; and

WHEREAS, a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED that the Chapter 90 Application of the Riverhead Elks for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, May 6, 2012, between the hours of 12:00 noon and 4:00 p.m., having a rain date of Sunday, May 20, 2012, is hereby approved subject to the conditions set forth herein; and be it further

RESOLVED, that this event shall be subject to the provisions of Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

RESOLVED, that the sale and/or consumption of alcoholic beverages shall be strictly prohibited at this event; and be it further

RESOLVED, that there shall be no music played out of doors before 12:30 p.m. or after 5:30 p.m. on the day of the event, including music played from vehicles; and be it further

RESOLVED, that the applicant shall water down the lawnmower track area to prevent excessive dust from the lawnmower races; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee ; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

RESOLVED, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102), the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

RESOLVED, that this approval is subject to a fire safety inspection by the Town Fire Marshal prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; and be it

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

05.01.12
120331

ADOPTED

TOWN OF RIVERHEAD

Resolution # 331

**APPROVES THE CHAPTER 90 APPLICATION OF
RIVERHEAD ELKS LODGE #2044
(Lawn Mower Event and Children's Bicycle Races – June 3, 2012)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on April 10, 2012, the Riverhead Elks Lodge #2044 (Riverhead Elks) submitted a Chapter 90 Application for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, June 3, 2012 between the hours of 12:00 noon and 4:00 p.m., having a rain date of Sunday, June 24, 2012; and

WHEREAS, the Riverhead Elks submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

WHEREAS, the Riverhead Elks have requested the Chapter 90 Application fee for this event be waived; and

WHEREAS, a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED that the Chapter 90 Application of the Riverhead Elks for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, June 3, 2012, between the hours of 12:00 noon and 4:00 p.m., having a rain date of Sunday, June 24, 2012, is hereby approved subject to the conditions set forth herein; and be it further

RESOLVED, that this event shall be subject to the provisions of Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

RESOLVED, that the sale and/or consumption of alcoholic beverages shall be strictly prohibited at this event; and be it further

RESOLVED, that there shall be no music played out of doors before 12:30 p.m. or after 5:30 p.m. on the day of the event, including music played from vehicles; and be it further

RESOLVED, that the applicant shall water down the lawnmower track area to prevent excessive dust from the lawnmower races; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee ; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

RESOLVED, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102), the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

RESOLVED, that this approval is subject to a fire safety inspection by the Town Fire Marshal prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; and be it

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 332

**APPROVES THE CHAPTER 90 APPLICATION OF
RIVERHEAD ELKS LODGE #2044
(Lawn Mower Event and Children's Bicycle Races – September 3, 2012)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on April 10, 2012, the Riverhead Elks Lodge #2044 (Riverhead Elks) submitted a Chapter 90 Application for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Monday, September 3, 2012 between the hours of 12:00 noon and 4:00 p.m., having a rain date of Sunday, September 16, 2012; and

WHEREAS, the Riverhead Elks submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

WHEREAS, the Riverhead Elks have requested the Chapter 90 Application fee for this event be waived; and

WHEREAS, a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED that the Chapter 90 Application of the Riverhead Elks for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Monday, September 3, 2012, between the hours of 12:00 noon and 4:00 p.m., having a rain date of Sunday, September 16, 2012, is hereby approved subject to the conditions set forth herein; and be it further

RESOLVED, that this event shall be subject to the provisions of Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

RESOLVED, that the sale and/or consumption of alcoholic beverages shall be strictly prohibited at this event; and be it further

RESOLVED, that there shall be no music played out of doors before 12:30 p.m. or after 5:30 p.m. on the day of the event, including music played from vehicles; and be it further

RESOLVED, that the applicant shall water down the lawnmower track area to prevent excessive dust from the lawnmower races; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee ; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

RESOLVED, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102), the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

RESOLVED, that this approval is subject to a fire safety inspection by the Town Fire Marshal prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; and be it

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 333

**APPROVES THE CHAPTER 90 APPLICATION OF
RIVERHEAD ELKS LODGE #2044
(Lawn Mower Event and Children's Bicycle Races – October 14, 2012)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on April 10, 2012, the Riverhead Elks Lodge #2044 (Riverhead Elks) submitted a Chapter 90 Application for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, October 14, 2012 between the hours of 12:00 noon and 4:00 p.m., having a rain date of Sunday, October 21, 2012; and

WHEREAS, the Riverhead Elks submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

WHEREAS, the Riverhead Elks have requested the Chapter 90 Application fee for this event be waived; and

WHEREAS, a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED that the Chapter 90 Application of the Riverhead Elks for the purpose of conducting an event to include lawn mower race(s) and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, October 14, 2012, between the hours of 12:00 noon and 4:00 p.m., having a rain date of Sunday, October 21, 2012, is hereby approved subject to the conditions set forth herein; and be it further

RESOLVED, that this event shall be subject to the provisions of Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

RESOLVED, that the sale and/or consumption of alcoholic beverages shall be strictly prohibited at this event; and be it further

RESOLVED, that there shall be no music played out of doors before 12:30 p.m. or after 5:30 p.m. on the day of the event, including music played from vehicles; and be it further

RESOLVED, that the applicant shall water down the lawnmower track area to prevent excessive dust from the lawnmower races; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee ; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

RESOLVED, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102), the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

RESOLVED, that this approval is subject to a fire safety inspection by the Town Fire Marshal prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; and be it

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 334

**EXTENDS BID CONTRACT FOR DISPOSAL OF TOWN OF RIVERHEAD
MUNICIPAL SOLID WASTE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, pursuant to Resolution #128 adopted by the Town Board on February 15, 2011, the Town of Riverhead awarded the bid for Disposal of Municipal Solid Waste to Eastern Resource Recycling, Inc. for the amount of \$62.72 per ton; and

WHEREAS, pursuant to Resolution #114 adopted by the Town Board on February 7, 2012, the Town of Riverhead extended the bid contract with Eastern Resource Recycling for Disposal of Municipal Solid Waste for an additional 90 days (May 2012) for the bid amount of \$62.72 per ton; and be it further

WHEREAS, the Town of Riverhead wishes to further extend the contract with Eastern Resource Recycling, Inc. for an additional 90 days from this date to allow the Town the requisite time to complete the bid process, to wit: public notice, review of bids, and finally, award the bid to the successful bidder for the disposal of Municipal Solid Waste; and

WHEREAS, Eastern Resource Recycling, Inc. has agreed to extend the contract for an additional 90 days from this date subject to the same terms and conditions set forth in the original contract.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the extension of the contract with Eastern Resource Recycling, Inc. for Disposal of Municipal Solid Waste for an additional 90 days from this date for the bid amount of \$62.72 per ton; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 335

APPROVES THE CHAPTER 90 APPLICATION OF HALLOCKVILLE INC.
(Country Style Fair – May 19th and 20th, 2012)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on April 5, 2012, Hallockville Inc. submitted a Chapter 90 Application for the purpose of conducting a “Country Style Fair” to be held at the Hallockville Farm Museum, located at 6038 Sound Avenue, Riverhead, New York, on Saturday, May 19th, 2012 and Sunday, May 20th, 2012, between the hours of 10:00 a.m. and 5:00 p.m.; and

WHEREAS, Hallockville Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the applicant has requested the Chapter 90 Application fee be waived due to its not-for-profit status; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an “Unlisted” action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of Hallockville Inc. for the purpose of conducting a “Country Style Fair” to be held at the Hallockville Farm Museum, located at 6038 Sound Avenue, Riverhead, New York, on Saturday, May 19th, 2012 and Sunday, May 20th, 2012, between the hours of 10:00 a.m. and 5:00 p.m., is hereby approved; and be it further

RESOLVED, that the Riverhead Town Board hereby waives the Chapter 90 Application fee for this event due to the applicant’s not-for-profit status; and be it further

RESOLVED, that approval for this event shall be subject to the following:

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Emergency Medical Services (EMS) information;

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 108-56 entitled, "Signs" and any other section of the Riverhead Town Code that may apply to this event; and be it further

RESOLVED, that this approval is subject to a fire safety inspection by the Town Fire Marshal prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment to ensure compliance with the New York State Fire Code; and be it further

RESOLVED, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and the National Fire Protection Association 102 (Tents & Membrane Structures); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Hallockville, Inc, 6038 Sound Avenue, Riverhead, New York, 11901; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 336

**APPROVES THE CHAPTER 90 APPLICATION OF
THE LONG ISLAND MOOSE CLASSIC CAR CLUB
(Wounded Warrior Project Car Show – June 16, 2012)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on March 15, 2012, the Long Island Moose Classic Car Club submitted a Chapter 90 Application for the purpose of conducting a car show having all donations going to the “Wounded Warrior Project”, said event to include musical entertainment and craft sales, to be held on Saturday, June 16, 2012, having a rain date of Saturday, June 23, 2012, at the Tanger Shopping Mall, located at 1947 Old Country Road, Riverhead, New York, between the hours of 8:00 a.m. and 5:00 p.m.; and

WHEREAS, the Long Island Moose Classic Car Club has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the Long Island Moose Classic Car Club has requested the applicable Chapter 90 Application fee be waived due to its not-for-profit status; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an “Unlisted” action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of the Long Island Moose Classic Car Club for the purpose of conducting a car show having all donations going to the “Wounded Warrior Project”, said event to include musical entertainment and craft sales, to be held on Saturday, June 16, 2012, having a rain date of Saturday, June 23, 2012,

in the Tanger Shopping Mall, located at 1947 Old Country Road, Riverhead, New York, between the hours of 8:00 a.m. and 5:00 p.m., is hereby approved; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee due to the applicant's not-for-profit status; and be it further

RESOLVED, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102), the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that approval for this event shall be subject to the receipt of required Suffolk County Department of Health permit(s), including the Temporary Food Service Permit; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code, Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging a "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Long Island Moose Classic Car Club, c/o Charles Cali, 45 Laurin Road, Calverton, New York, 11933; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

05.01.12
120337

ADOPTED

TOWN OF RIVERHEAD

Resolution # 337

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the May 10, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC
HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 5th day of June, 2012 at 2:05 o'clock p.m. to amend Chapter 108, entitled "Zoning" of the Riverhead Town Code.

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

Zoning

§ 108-60. Off-street parking.

F. The minimum acceptable pavement improvements required for parking areas shall be as follows:

- (1) For retail businesses, a home occupation or home professional office with a maximum required number of four parking spaces: a crushed stone aggregate with a sieve size no greater than 3/4 inch placed at a rate of 25 pounds per square yard on a compacted four-inch-thick stone blend base and stabilized subgrade.
- (2) For a business and commercial building with a maximum required number of 12 parking spaces: a two-inch-thick wearing course, after compaction, of New York State Department of Transportation Type 6F Top Course Asphalt mix placed on a compacted four-inch-thick stone blend or approved equal aggregate base and stabilized subgrade.
- (3) For a business or commercial building with a maximum required number of parking spaces exceeding 12 spaces: a one-and-one-half-inch-thick wearing course, after compaction, of New York State Department of Transportation Type 6F Top Course Asphalt mix placed on one two-and-one-half-inch-thick binder base course, after compaction, of New York State Department of Transportation Type 6F Top Course Asphalt mix placed on compacted four-inch-thick stone blend or approved equal aggregate subbase and stabilized subgrade.
- (4) For retail businesses accessory to an agricultural use or zoning districts where pervious parking surface is recommended pursuant to the supplementary guidelines, or as required as part of the review or approval process: a crushed stone aggregate with a sieve size no greater than 3/4 inch placed at a rate of 25 pounds per square yard on a compacted four-inch-thick stone blend base and stabilized subgrade.

(5)When deemed appropriate by the Town Engineer and Planning Department consulting engineer and approved by the applicable Board approving the site plan, the following alternative pervious paving techniques may also be allowed:

- (a) Porous asphalt, porous concrete, or permeable pavers over appropriate base and subbase material;
- (b) Other pervious paving techniques not specifically listed when deemed suitable as to use and location.

Since alternative pervious pavement techniques may require maintenance not required for conventional paving systems, the applicable Board may require as part of the covenants approving a site plan a maintenance agreement and periodic inspections.

~~(5)~~(6) For designated handicapped accessible parking spaces, access aisles and pathways: the surface improvement must conform to the design requirements and standard specifications of the Americans with Disabilities Act, while the balance of the parking improvement (subsurface layers) must comply with the minimum requirements as noted in Subsection F(1) through ~~(4)~~ (5) of this section.

- Overstrike represents deletion(s)
- Underscore represents addition(s)

Dated: Riverhead, New York
April 17, 2012

**BY THE ORDER OF THE TOWN
BOARD OF THE TOWN OF
RIVERHEAD**

DIANE M. WILHELM, Town Clerk

05.01.12
120338

TABLED

TOWN OF RIVERHEAD

Resolution # 338

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER
A LOCAL LAW TO AMEND CHAPTER 10 ENTITLED "CIVIL CLAIMS" OF THE
RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 10 entitled, "Civil Claims" of the Riverhead Town Code once in the March 29, 2012 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Was Thereupon Duly Declared TABLED

**TOWN OF
RIVERHEAD NOTICE
OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 17th day of April, 2011 at 7:05 o'clock p.m. to amend Chapter 10, entitled "Civil Claims" of the Riverhead Town Code.

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

CHAPTER 10
Civil Claims

§ 10-1 Compliance required.

No civil action shall be maintained against the Town of Riverhead, the Town of Riverhead Water District, the Town of Riverhead Sewer District, the Town of Riverhead Scavenger Waste District, the Town of Riverhead Streetlighting District, the Town of Riverhead Industrial Development Agency, The Riverhead Job Development Corporation, Riverhead Housing Development Corporation, Riverhead Multifamily Housing Corporation, the Riverhead Parking District, the Community Development Agency, the Riverhead Business Improvement District and the Accessory Apartment Review Board unless the requirements of this chapter are fully met.

- Overstrike represents deletion(s)
- Underscore represents addition(s)

Dated: Riverhead, New York
March 20, 2012

**BY THE ORDER OF THE TOWN
BOARD OF THE TOWN OF
RIVERHEAD**

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 339

APPROVES CHAPTER 90 APPLICATION OF POLISH TOWN CIVIC ASSOCIATION
(Grease Band Fund Raiser – June 30, 2012)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on April 3, 2012, the Polish Town Civic Association submitted a Chapter 90 Application for the purpose of conducting a “Grease Band” fund raiser to be held under their pavilion at 403 Hallett Street, Riverhead, New York, on Saturday, June 30th, 2012 between the hours of 7:00 p.m. and 12:00 midnight; and

WHEREAS, the Polish Town Civic Association has completed and filed a Long Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the Polish Town Civic Association has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an “Unlisted” action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of the Polish Town Civic Association for the purpose of conducting a “Grease Band” fund raiser to be held under their pavilion at 403 Hallett Street, Riverhead, New York, on Saturday, June 30th, 2012 between the hours of 7:00 p.m. and 12:00 midnight, is hereby approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes this event to be exempt from Chapter 86 entitled, “Noise Control” of the Riverhead Town Code; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event due to the applicant's not-for-profit status; and be it further

RESOLVED, that any necessary tent permits must be obtained and any tent installations and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State and the National Electrical Code and National Fire Protection Association 102 (Tents & Membrane Structures); and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Polish Town Civic Association, 300 Lincoln Street, Riverhead, New York, 11901; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

05.01.12
120340

ADOPTED

TOWN OF RIVERHEAD

Resolution # 340

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 103 ENTITLED
“SOLID WASTE MANAGEMENT” OF THE RIVERHEAD TOWN CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 103 entitled “Solid Waste Management” of the Riverhead Town Code once in the May 10, 2012 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD PUBLIC NOTICE

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 5th day of June, 2012 at 2:10 o'clock p.m. to consider a local law amending Chapter 103 entitled "Solid Waste Management" of the Riverhead Town Code as follows:

CHAPTER 103 SOLID WASTE MANAGEMENT

ARTICLE I. General Provisions

§ 103-2. Legislative intent.

The purpose of this chapter is to protect and promote the health, safety and welfare of the residents of the Town of Riverhead by controlling the storage and disposal of solid waste generated within the Town in the most economical and environmentally acceptable manner; provide for the orderly collection of solid waste; to implement the Town of Riverhead Solid Waste Management Plan; to comply with the requirements and further the purposes of the New York State Solid Waste Management Act, the New York State Solid Waste Management Plan and the requirements of the Long Island Landfill Law; to maximize reduction, reuse and recycling in the management of solid wastes generated in the Town of Riverhead; to minimize potential environmental impact of wastes processed by or on behalf of the Town of Riverhead within or outside of the Town; and to protect the drinking water supply in the Town of Riverhead. In addition, the Town Board finds that increased efforts to recover and reuse recyclable materials will protect and enhance the Town's physical environment, promote the health, safety of persons and property within the Town. The provisions set forth herein seek not only to facilitate the implementation and operation of an environmentally sound solid waste management program and conservation of natural resources but to promote the recovery of materials from the Town's solid waste stream for the purpose of recycling such materials by source separation. Accordingly, the Town Board finds it is necessary to expand the Town's recycling program to provide opportunities for nonresidential, commercial, industrial and institutional establishments to recycle. Nothing herein is intended or should be construed to modify or amend any terms or conditions of any contracts for solid waste services to which the Town of Riverhead is a party in effect on the effective of this chapter.

~~§ 103-3. Repealer.~~

~~The Waste Disposal Ordinance of the Town of Riverhead, adopted December 16, 1975, as Ordinance Number 15, and any subsequent amendments thereto, is hereby repealed. All rules and regulations of the Town of Riverhead or any agency,~~

department or board thereof inconsistent herewith are hereby repealed as of the effective date of this chapter.

§103-4 3. Definitions.

For the purpose of this chapter, the following terms shall have the meanings indicated:

ASHES ~~The noncombustible residue from the burning of combustible substances, including wood, coal, papers and refuse from structural fires.~~

ASH RESIDUE ~~The solid residue resulting from the combustion of solid waste at a solid waste incinerator or waste-to-energy facility.~~

AUTHORIZED COLLECTOR A person, individual, partnership or corporation or employer or agent thereof authorized by contract or license with the municipality to collect solid waste from residential, commercial, industrial and institutional properties as herein defined under the terms and conditions of this chapter. In the event of municipal collection, this definition shall include the governing body and employees thereof.

BULK ITEMS Large items such as sofas, upholstered chairs, mattresses and box springs but excluding white goods such as refrigerators, stoves, dishwashers, washers, dryers, etc., which are considered recyclable.

BULK WASTE ~~Nonputrescible items and materials, including appliances, household furnishings and all other items of solid waste larger than two by four (2 x 2 x 4) feet or heavier than fifty (50) pounds.~~

CLEAN FILL ~~Material consisting of concrete, steel, wood, sand, soil and material which is the end product of a permitted composting facility.~~

COLLECTOR The person, firm, agency or public body or employee or agent thereof who is engaged in the collection of and/or transportation of solid waste.

COLLECTION VEHICLE ~~Any vehicle licensed by the Town of Riverhead to operate commercially within the town for the purpose of collecting and transporting solid waste, recyclables, liquid waste, sludge, ashes and any other waste material, except hazardous waste, as defined pursuant to regulations promulgated under the New York State Environmental Conservation Law and/or the Federal Resource Conservation Recovery Act.~~

COMMERCIAL OPERATIONS All properties used for industrial or commercial purposes, including but not limited to retail and wholesale establishments, apartments with more than three units, condominiums, trailer parks, offices, garages, gas stations, manufacturing and repair establishments, banks, motels, restaurants and other similar and related facilities.

COMPOSTING ~~The aerobic thermophilic decomposition of solid organic constituents of solid waste to produce~~

CONSTRUCTION AND DEMOLITION DEBRIS ~~Solid waste resulting from the construction, remodeling, repair and demolition of structures and roads.~~

CONTAINER ~~A reusable receptacle made of plastic or metal with a capacity of not more than thirty-two (32) gallons, a loaded weight of not more than fifty (50) pounds, a tight-fitting lid and handles of adequate strength for lifting. A can, bin, box, bag or other unit used for storage of solid waste or recyclable materials.~~

DESIGNATED RECYCLABLES ~~Recyclables which have been designated by the Town Board or Sanitation Supervisor for separation from other solid wastes at the point of source of generation.~~

FACILITY ~~Any solid waste management facility employed beyond the initial solid waste collection process which is to be used, occupied or employed for or is incidental to the receiving, transporting, storage or processing or disposal of solid waste or the recovery by any means of any material or energy product or resource therefrom, including recycling centers, transfer stations, processing systems, resource recovery facilities, sanitary landfills, plants and facilities for composting or land spreading of solid wastes, secure land burial facilities, reprocessing and recycling facilities, surface impoundments and waste oil storage, incinerators and other solid waste disposal, reduction or conversion facilities~~

GARBAGE ~~That portion of municipal solid waste consisting of putrescible materials and shall include animal, vegetable, fruit and table scraps. It shall exclude yard waste.~~

HAZARDOUS WASTE ~~Waste defined as "hazardous" pursuant to regulations promulgated under the New York State Environmental Conservation Law and/or the Federal Conservation Recovery Act. Solid waste that is especially harmful or potentially harmful to the public health. This shall include but not be limited to explosives, toxic or infectious materials and medical waste. For purposes of this chapter, hazardous waste does not include small quantities of such waste as generated by a resident or homeowner (e.g., aerosol cans, pesticides, fertilizers, etc.).~~

HOUSEHOLD HAZARDOUS WASTES ~~Waste which, but for its point of generation, would be a hazardous waste as defined by regulations promulgated pursuant to the New York State Environmental Conservation Law and/or the Federal Resource Conservation Recovery Act, including but not limited to pesticides, herbicides, fungicides, oil-based paints, varnishes, lacquer, wood stains, waste oils, degreasers, solvents, cleaning fluids, polishes, antifreeze, septic tank cleaners, waterproofing liquids and substances, lye, acid, inks, moth balls and flakes and all containers used for storage of any of the hereinabove-listed substances, household batteries and automobile batteries.~~

INDUSTRIAL WASTE ~~Waste generated by manufacturing or industrial processes, including but not limited to fertilizer and agricultural chemicals; inorganic chemicals; organic chemicals; wastes produced in the manufacture of plastics and resins, pulp and paper, stone, glass, clay and concrete products, textiles, and electronics equipment and circuitry.~~

INFECTIOUS WASTE ~~Waste defined as "infectious waste" by Section 360-1.2(b)(81) of Title 6 of the New York Codes, Rules and Regulations.~~

INSTITUTIONAL WASTE ~~Solid waste generated at institutions within the Town of Riverhead, excluding wastes defined herein as "hazardous waste" or "infectious waste."~~

INSTITUTIONS ~~Hospitals, schools, day-care centers, nursing homes, places of worship, not-for-profit recreational centers and facilities, camps, not-for-profit community centers, not-for-profit organizations and political subdivisions of the state or agencies and departments thereof.~~

INSTITUTION An organization or establishment devoted to the promotion of a particular object or cause, including schools, nursing homes and retirement homes, health facilities, governmental facilities, libraries, fire halls, etc.

LAND CLEARING DEBRIS Uncontaminated solid waste consisting of vegetation resulting from land clearing, utility line maintenance and seasonal and storm-related cleanup within the Town of Riverhead.

LANDFILL A solid waste facility or part of one at which solid waste is intentionally placed in or on land. The words "town landfill" mean the disposal facility located on Youngs Avenue in Riverhead, owned, maintained and operated by the Town of Riverhead for the disposal of waste pursuant to the provisions of this chapter.

LICENSE Due authorization, in writing, pursuant to this chapter, to provide solid waste services to residence and/or nonresidences in the Town of Riverhead, including the operation of a collection vehicle or vehicles, herein defined, within the Town of Riverhead.

MULTIPLE RESIDENCE Any building or parcel of land having more than two (2) dwellings, as defined in §108-3 of Chapter 108, Zoning.

MUNICIPAL SOLID WASTE/SOLID WASTE (MSW) All putrescible and nonputrescible materials, including garbage, refuse, bulk items, white goods and other discarded solid materials, including but not limited to solid waste materials resulting from residential, industrial, commercial and agricultural operations and from community activities. It shall not include solids or dissolved material in domestic sewage or other significant pollutants in water resources such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows or other common water pollutants. In addition, it shall not include hazardous waste.

NONRESIDENCE Any building or parcel of land not used as a residence or multiple residence as herein defined.

OWNER Includes any person who is a lessee, a purchaser under a reserve title contract, conditional sales contract or vendor's lien agreement and any person who is entitled to obtain in his or her own name proper New York State registration of a vehicle.

PERSON Any individual, public or private corporation, firm, partnership, unincorporated association, firm, trust, estate, corporation or any other legal entity.

PORTABLE TRANSFER CONTAINER An enclosed, portable, metal container with a capacity of one cubic yard or greater used for the temporary storage of solid waste or recyclable materials and is emptied by mechanical means into a collection truck.

PRIVATE COLLECTOR An individual, firm, corporation or legal entity providing for the collection of MSW and/or recyclable materials. To operate in the Town of Riverhead a private collector shall be required to obtain a license from the Town and shall be subject to the rules and regulations of the Town (see definition of Authorized Collector).

PRIVATE SUBSCRIPTION The collection of MSW and recyclable materials where the resident contracts directly with the private collector of the subscriber's choice.

RECYCLABLES Solid waste which exhibits the potential to be used repeatedly, in place of a virgin material, including newspapers and newsprint; corrugated paper; cardboard; paperboard; kraft quality paper; glass bottles, jars and containers; aluminum; ferrous metals; tin and bimetals; plastics; magazines and glossy papers; lumber; pallets; tires; and such other materials as the Town Board may by resolution designate.

RECYCLABLE MATERIALS Those materials specified by the municipality for separate collection in accordance with recycling regulations. Such materials may include but are not limited to:

METAL CONTAINERS

— Containers fabricated primarily of aluminum, steel or tin or bimetal cans of steel, tin and/or aluminum.

GLASS FOOD AND BEVERAGE CONTAINERS

— New and used glass food and beverage containers which have been rinsed and are free of food contamination, including clear (flint), green and brown (amber) colored glass bottles and jars. Glass shall not include ceramics, plate glass, auto glass, Pyrex, leaded glass, mirrored glass or flat glass.

PLASTIC FOOD AND BEVERAGE CONTAINERS

— Includes high-density polyethylene (HDPE) and polyethylene terephthalate (PET), designated respectively as No. 2 and No. 1 on the recycling code located on the containers.

PAPER All high grade office paper, fine paper, bond paper, office paper, xerographic paper, mineo paper, duplication paper, magazines, paperback books, school paper, catalogs, junk mail, computer paper, telephone books, newspaper, newspaper supplements, newspaper advertisements, corrugated cardboard, and similar cellulose material, but shall not mean wax paper, plastic or foil coated paper, Styrofoam, wax coated food and beverage containers, carbon paper, blueprint paper, food-contaminated paper, soiled paper, and wax coated or soiled cardboard.

WHITE GOODS

— Stoves, refrigerators, dishwashers, dryers, washing machines, water heaters and other large appliances and scrap metal but excluding air conditioners, microwaves and televisions.

*The above materials will be reviewed quarterly and will be modified as the need arises by the Town Board.

RECYCLING Any process by which materials, which otherwise become solid waste, are collected, separated and/or processed, treated, reclaimed, used or reused to produce a raw material or products.

RECYCLING CENTER Any structure or combination of structures, machinery and equipment, including yard waste and mixed waste composting facilities, owned or operated by or on behalf of the Town of Riverhead or accepting solid wastes pursuant to a contract with or a permit from the Town of Riverhead, for the deposit, storage or processing of materials required by §§103-20 and 103-30 of this chapter to be separated from other solid wastes at the source of generation.

REFUSE That portion of municipal solid waste consisting of nonputrescible materials. It shall exclude bulk items and white goods.

RESIDENCE A building or parcel having one (1) or two (2) dwellings, as defined by §108-3 of Chapter 108, Zoning.

RESIDENT Any person residing within the Town on a temporary or permanent basis, but excluding persons residing in hotels or motels.

RESIDENTIAL PROPERTY Properties used as dwellings, including buildings having up to and including three dwelling units in one building. Multiple-dwelling residential buildings containing more than four dwellings units, for purposes of this chapter, shall be treated as commercial properties.

SLUDGE ~~Any solid, semisolid or liquid waste generated by a permitted wastewater treatment plant located within the Town of Riverhead, excluding the treated effluent from a wastewater treatment plant.~~

SOLID WASTE ~~All putrescible and nonputrescible materials or substances that are discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, except septage, sewage and treated septage and sewage effluent and other highly diluted water-carried materials or substances or those in gaseous form.~~

SOLID WASTE FACILITY ~~Any structure or combination of structures, machinery and equipment owned or operated by or on behalf of the Town of Riverhead or designated by a contract entered into between the Town of Riverhead and any person, firm or corporation, for the purpose of accepting solid waste generated within the Town of Riverhead, including a transfer station, as herein defined.~~

SOLID WASTE MANAGEMENT The purposeful, systematic control of the storage, collection, transportation, processing and disposal of solid waste.

SOLID WASTE SERVICES ~~The handling, removal, collection, storage or disposal of solid waste, including the placement or removal of containers for solid waste on or from sites within the town not owned by the person placing or removing the containers, and the transporting of solid waste from or to any location within the town.~~

SOURCE SEPARATE To separate the recyclable materials from the MSW stream at the point of waste generation.

STREET ~~Any road, avenue, public thoroughfare or highway within the Town of Riverhead, whether or not owned or maintained by the Town of Riverhead.~~

TOWN ~~All areas within the Town of Riverhead.~~

TOWN BOARD ~~The Town Board of the Town of Riverhead.~~

TOWN CLERK ~~The Town Clerk of the Town of Riverhead.~~

TRANSFER STATION ~~Any structure or combination of structures, machinery, equipment and facilities used for the off-loading of solid waste from collection vehicles and the reloading of solid waste into vehicles for transportation to another facility.~~

YARD WASTE ~~Plant material, including leaves, grass clippings, branches less than four (4) inches diameter, brush, flowers and roots; debris commonly thrown away in the course of maintaining yards and gardens~~ Organic yard and garden waste, leaves, wood

chips, grass clippings and brush, including sod and rocks not more than four (4) inches in diameter; and biodegradable waste approved for the yard waste composting program by the Town Board or the Sanitation Superintendent. "Yard waste" shall not include food waste; plastics and synthetic fibers; lumber; wood waste or tree limbs which exceed four (4) inches in diameter or four (4) feet in length; or soil contaminated by hazardous waste or household hazardous waste products.

§ 103-4. Severability.

If any term, part, provision, section, subdivision or paragraph of this chapter shall be held unconstitutional or ineffective, in whole or in part, then, to the extent that it is not unconstitutional or ineffective, this chapter and such term, part, provision, section, subdivision or paragraph thereof shall be in full force and effect; and such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs thereof.

~~§ 103-5. Dumping prohibited; penalties for offenses.~~

- ~~A. It shall be unlawful for any person to throw or deposit solid waste on any street or public highway, sidewalk, public place or public facility or to throw, deposit or bury solid waste on any land in public ownership, except at a duly authorized solid waste facility or recycling center.~~
- ~~B. It shall be unlawful for any person to throw, deposit or bury solid waste on any vacant land or other parcel of land in private ownership in the Town of Riverhead, except in accordance with the provisions of this chapter and unless a solid waste management facility permit has been issued for such land by the New York State Department of Environmental Conservation.~~
- ~~C. It shall be unlawful for any person to deposit solid waste in any container placed on private property for the storage of solid waste pursuant to a contract between the owner or occupant of said property and a person licensed to provide solid waste services by the Town of Riverhead. This prohibition shall not apply to the owner or occupant of said property or his or her employees or agents. Nothing in this section shall be construed to prohibit the deposit of solid waste in containers or receptacles placed by the owner or occupant of private property in commercial use for the deposit of litter by members of the public invited onto such property for commercial purposes.~~
- ~~D. It shall be unlawful for any owner, lessee, tenant, occupant or person having the management or control of any lot or parcel of land in the Town of Riverhead, except as herein provided or as may be designated or permitted by the Town Board, to deposit, bury, accumulate or allow or cause to be deposited, buried or accumulated any solid waste upon such lot or parcel of land, except in accordance with the provisions of this chapter.~~

~~E. Nothing herein shall be construed as prohibiting composting by an owner or occupant of residential premises on his or her own property.~~

~~F. A violation of this section shall be punishable by a penalty of not less than one thousand dollars (\$1,000.).~~

~~**§ 103-6. Unauthorized incineration of solid waste.**~~

~~It shall be unlawful for any person to incinerate or burn any solid waste within the Town of Riverhead without having first obtained the appropriate permits from the Town Board and the New York State Department of Environmental Conservation, as applicable.~~

~~**§ 103-7. Storage of solid waste.**~~

~~No person shall store or cause or allow to be stored solid waste within the town, except in enclosed metal or plastic containers.~~

~~**§ 103-8. Disposal of solid waste.**~~

~~A. License required. No person shall deposit solid waste at any solid waste facility or recycling center without having first obtained the appropriate license or permit to deposit solid waste at such facility and/or paid the disposal fee(s) required by this chapter.~~

~~B. It shall be unlawful for any person to dispose of solid waste collected or generated outside of the town at any solid waste facility or recycling center within the town, except as may be authorized by a special permit of the Town Board.~~

~~C. It shall be unlawful for any person to dispose of solid waste, including recyclables, yard wastes and other wastes, collected or generated in the town at any solid waste facility or recycling center, except those designated by the Town Board.~~

~~D. Nothing herein shall prohibit an owner of a commercial business from contracting with a supplier of goods and materials to collect the reusable or recyclable packaging of the goods and materials supplied.~~

~~**§ 103-9. Methods of disposal.**~~

~~A. Solid waste generated within the town shall be disposed of only at such duly permitted solid waste facilities or recycling centers as may be designated by the Town Board for this purpose.~~

~~B. It shall be unlawful for any person to transport, carry or convey solid waste collected or generated outside the town over any public highways within the Town of Riverhead or to deliver the same to a solid waste facility or recycling center, except~~

as may be authorized by a special permit of the Town Board or by a contract entered into by the town.

~~C. It shall be unlawful for any person to place hazardous wastes, including household hazardous wastes, out for collection by a person not licensed to collect, transport and/or dispose of hazardous wastes.~~

~~§ 103-10. Severability.~~

~~If any term, part, provision, section, subdivision or paragraph of this chapter shall be held unconstitutional or ineffective, in whole or in part, then, to the extent that it is not unconstitutional or ineffective, this chapter and such term, part, provision, section, subdivision or paragraph thereof shall be in full force and effect; and such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs thereof.~~

~~§ 103-11. When effective.~~

~~This chapter shall take effect thirty (30) days after filing with the Secretary of State.~~

~~ARTICLE II. Waste Disposal~~

~~§ 103-15. Restrictions.~~

~~On or after the effective date of this chapter, the following shall be prohibited from disposal at any solid waste facility, except at such facilities designated by the Town Board for the collection, storage and disposal of the following designated materials as herein provided:~~

~~A. Hazardous waste, including household hazardous waste.~~

~~B. Infectious waste.~~

~~C. Ash and ash residue.~~

~~D. Sludge.~~

~~E. Liquid effluent of any wastewater treatment facility.~~

~~F. Animal or human excrement.~~

~~G. Recyclables.~~

~~H. Yard wastes.~~

~~I. Construction and demolition debris.~~

~~J. Land-clearing debris.~~

~~K. Tires.~~

~~L. Bulk wastes.~~

~~M. Industrial waste.~~

~~N. Vehicles or vehicle parts.~~

~~O. Dead animals.~~

~~§ 103-16. Penalties for offenses.~~

~~A. On or after the effective date of this chapter, any person who deposits any of the materials prohibited by § 103-15 hereof at any solid waste facility, except as herein provided, shall be guilty of a violation and subject to a civil penalty of not less than one hundred dollars (\$100.) for the first violation, two hundred dollars (\$200.) for the second violation and five hundred dollars (\$500.) for each subsequent violation.~~

~~B. On or after the effective date of this chapter, the owner or operator of any collection vehicle which delivers for deposit or disposal at any solid waste facility, except as herein provided, solid waste which contains any of the materials prohibited by § 103-15 hereof shall be guilty of a violation and subject to a penalty of not less than two hundred fifty dollars (\$250.) for the first violation and not less than five hundred dollars (\$500.) for the second and each subsequent violation.~~

~~C. The owner or operator of any collection vehicle(s) who has violated the provisions of this Article three (3) times within any eighteen-month period shall have its license or licenses to collect and/or dispose of solid waste in the Town of Riverhead suspended for a period of not less than thirty (30) days. Any subsequent violation of this Article by such person shall result in the automatic suspension of such license for a period of not less than sixty (60) days. In the event of any further subsequent violation(s) of this Article, such person's license or licenses to collect and/or dispose of solid waste in the Town of Riverhead shall be subject to revocation.~~

~~D. In the event that a violation of the provisions of this Article is committed by a person authorized to collect and dispose of solid waste in the Town of Riverhead pursuant to a contract with the Town of Riverhead or any agency, department or authority of the Town of Riverhead, such contract shall be subject to termination by the town or such agency, department or authority.~~

~~§ 103-17. Enforcement of restrictions.~~

~~A. The Sanitation Supervisor and/or his or her agents, employees or designees are hereby empowered to inspect all solid waste transported into any solid waste facility~~

~~to determine that such solid waste does not contain any of the materials prohibited from disposal at such solid waste facility pursuant to this Article.~~

~~B. Upon a determination by the Sanitation Supervisor or his or her agent, employee or designee that such solid waste contains materials prohibited hereby, such waste shall be refused for deposit at such solid waste facility and the operator of the vehicle transporting such waste shall be directed to remove the entire contents of his or her vehicle from the facility.~~

~~C. The Sanitation Supervisor and/or his or her duly authorized agents are hereby empowered to issue a notice of violation to any person transporting wastes prohibited by this Article into any solid waste facility for deposit therein, except as herein provided. In the case of a collection vehicle transporting wastes prohibited for disposal by this Article into any solid waste facility which is not designated to accept such wastes, such notice of violation shall be issued to the person who is the owner of said vehicle.~~

~~§ 103-18. Disposal of certain designated wastes.~~

~~Materials which, pursuant to §§ 103-20 and 103-30 of this chapter, must be separated at the source of generation shall only be disposed of or deposited at such facilities as the Town Board may from time to time designate. Such materials brought for disposal or deposit at such designated facilities shall not be mixed or commingled with any other materials which such facilities are not designated to accept.~~

~~§ 103-19 (Reserved)~~

~~ARTICLE III. Collection Practices: Solid Waste Generated at Residences~~

~~§ 103-20. Source separation required; penalties for offenses.~~

~~A. Materials to be separated. As of January 1, 1991, all residents of the town, including the occupants of multiple residences as defined herein, shall separate the following materials from all other solid waste placed out for collection or transported into a solid waste facility or recycling center for deposit:~~

- ~~(1) Household hazardous wastes.~~
- ~~(2) Recyclables designated by the Town Board.~~
- ~~(3) Yard wastes.~~
- ~~(4) Construction and demolition debris.~~
- ~~(5) Land-clearing debris.~~
- ~~(6) Bulk wastes.~~
- ~~(7) Tires.~~
- ~~(8) Human and animal excrement.~~

~~B. It shall be unlawful for any person to place out for collection any container containing solid waste mixed with any of the materials listed in Subsection A hereof.~~

- ~~C. It shall be unlawful for any person to collect from a residence or multiple residence solid waste mixed with any of the materials listed in Subsection A hereof.~~
- ~~D. Any person who violates the provisions of Subsection B hereof shall be subject to a civil penalty of not less than fifty dollars (\$50.) for each such violation.~~
- ~~E. All residents receiving service shall place all solid wastes, including but not limited to refuse, recyclables and bulk items, immediately adjacent to the roadway before 6:00 a.m. on the scheduled collection days. Solid waste shall not be placed at curbside for more than twenty-four (24) hours prior to collection, and any uncollected solid waste must be removed by the resident immediately. Residents shall keep the lifting weight of containers, bags and bundles each to below fifty (50) pounds, keep hazardous wastes out and make separate arrangements to dispose of construction debris (generated by home improvement contractors) and large auto parts over fifty (50) pounds.~~

~~§ 103-21. Recyclables.~~

~~The owners or occupants of all residences and multiple residences within the town shall separate all recyclables designated by the Town Board from all other solid wastes and place such designated recyclables in a separate, covered container at curbside for collection on such day or days as the Town Board may designate for collection by the town or its duly authorized contractor. The owner(s) of multiple residences, as herein defined, shall provide for the use of occupants thereof such containers for the deposit and storage of designated recyclables by said occupants as the Town Board or Sanitation Supervisor shall direct.~~

- ~~A. All recyclables shall be clean and dry and, in the case of designated recyclable containers and cans, the contents removed therefrom.~~
- ~~B. Caps and rings shall be removed from glass and plastic containers.~~
- ~~C. Newspapers and corrugated cardboard, if designated by the Town Board for separation, shall be tied separately from other recyclables and placed on top of or next to the recyclables collection container. Other papers, including glossy papers, shall not be mixed with newspapers. If other papers and other types of cardboard are designated as recyclables by the Town Board, they shall also be separately tied or bundled separately.~~
- ~~D. Title to and ownership of recyclables set out for collection in the public right-of-way shall thereupon vest in the town. It shall be unlawful for a person to collect, remove or dispose of recyclables which are the property of the town without first having obtained the written authorization of the town to do so and without first having obtained the license required by this chapter. Persons who collect or remove recyclables owned by the town shall deliver and dispose of the same at such location as the Town Board shall direct.~~

~~§ 103-22. Yard wastes.~~

~~The owners or occupants of all residences and, where applicable, multiple residences within the town shall separate all yard wastes as herein defined from all other solid waste and shall place the same at curbside for collection on such day or days as the Town Board may designate for collection by the town or its duly authorized contractor. Such wastes shall be placed out for collection in such a manner so as not to impede the flow of vehicular or pedestrian traffic on public streets and sidewalks and shall be placed in such containers as the Town Board or the Sanitation Supervisor shall authorize.~~

~~§ 103-23. Household hazardous wastes.~~

~~A. Household hazardous wastes, as herein defined, shall be separately stored by all owners or occupants of residences and multiple residences in the town and shall not be mixed in any container with any other solid wastes placed out for collection or transported to a solid waste facility or recycling center for deposit thereat.~~

~~B. Unless otherwise provided by resolution of the Town Board or pursuant to a solid waste collection contract entered into by the town, it shall be the responsibility of every resident of the town to transport all household hazardous wastes to the town's facility for the collection and storage of household hazardous wastes at the Youngs Avenue solid waste facility and to dispose of such wastes at said facility on such days and at such times as the Town Board may designate, upon payment of the disposal fee required by this chapter.~~

~~§ 103-24. Other materials.~~

~~All other materials required by this Article to be separated from other solid wastes prior to collection or delivery to a solid waste facility or recycling center shall be disposed of in such manner as the Town Board or the Sanitation Supervisor prescribes, including construction and demolition debris; land-clearing debris; bulk wastes; tires; and human and animal excrement.~~

~~ARTICLE IV. Collection Practices: Solid Waste Generated at Nonresidences~~

~~§ 103-30. Source separation required; penalties for offenses.~~

~~A. Materials to be separated. As of January 1, 1992, all owners, lessees, tenants and other occupants of nonresidences in the town shall separate the following materials from all other solid waste placed out for collection or transported to a solid waste facility or recycling center for deposit thereat:~~

- ~~(1) Hazardous wastes.~~
- ~~(2) Recyclables designated by the Town Board.~~
- ~~(3) Yard wastes.~~

- ~~(4) Construction and demolition debris.~~
- ~~(5) Land-clearing debris.~~
- ~~(6) Bulk wastes.~~
- ~~(7) Tires.~~
- ~~(8) Human and animal excrement.~~
- ~~(9) Infectious wastes.~~

~~B. It shall be unlawful for any person to place out for collection any solid waste mixed with any of the materials listed in Subsection A hereof.~~

~~C. It shall be unlawful for any person to collect from a nonresidence solid waste mixed with any of the materials listed in Subsection A hereof.~~

~~D. Any person who violates the provisions of Subsection B hereof shall be subject to a civil penalty of not less than one hundred dollars (\$100.) for each such violation.~~

~~§ 103-31. Recyclables.~~

~~The owners, lessees, tenants or other occupants of all nonresidences within the town shall separate all recyclables designated by the Town Board from all other solid wastes and shall place such designated recyclables in a separate, covered container for collection by the provider of solid waste services on such day or days as the provider of solid waste services shall designate for collection of recyclables.~~

~~A. All recyclables shall be clean and dry and, in the case of designated recyclable containers and cans, the contents removed therefrom.~~

~~B. Caps and rings shall be removed from glass and plastic containers.~~

~~C. Newspapers shall be tied separately from other recyclables prior to being placed out for collection. Other papers, including glossy papers, shall not be mixed with newspapers. If other papers are designated as recyclables by the Town Board, they shall also be separately tied or bundled.~~

~~D. Corrugated cardboard and paperboard boxes and containers shall be flattened and bundled separately from other recyclables.~~

~~§ 103-32. Yard wastes.~~

~~The owners, lessees, tenants or occupants of all nonresidences within the town shall separate all yard wastes as herein defined from all other solid waste and shall place the same at curbside for collection on such day or days as the Town Board may designate for collection by the town or its duly authorized contractor. Such wastes shall be placed out for collection in such a manner so as not to impede the flow of vehicular or pedestrian traffic on public streets and sidewalks and shall be placed in such containers as the Town Board or the Sanitation Supervisor shall authorize.~~

~~§ 103-33. Hazardous wastes; penalties for offenses.~~

~~A. Hazardous wastes and infectious wastes as herein defined shall be separately and safely stored by all owners or occupants of nonresidences in the town and shall not be mixed in any container with any other solid wastes placed out for collection or transported to a solid waste facility or recycling center for deposit thereat.~~

~~B. It shall be the responsibility of every owner, lessee, tenant or other occupant of a nonresidence to contract with a person who is duly authorized by law to collect and dispose of such wastes for the collection, transport and disposal of all such wastes generated on or at such nonresidential premises.~~

~~C. Each violation of this section shall be punishable by a civil penalty of not less than five hundred dollars (\$500.).~~

~~§ 103-34. Other materials.~~

~~All other materials required by this Article to be separated from other solid wastes prior to collection or delivery to a solid waste facility or recycling center shall be disposed of in such manner as the Town Board or the Sanitation Supervisor shall prescribe, including construction and demolition debris; land-clearing debris; bulk wastes; tires; and human and animal excrement.~~

~~ARTICLE V. License and Permit Requirements~~

~~§ 103-40. Licenses or permits required; penalties for offenses.~~

~~A. Except as otherwise provided by this Article, it shall be unlawful for any person to collect or remove solid waste of any kind from the premises of any person or transport the same through or upon any street or public highway in the Town of Riverhead without first having obtained the appropriate license or permit from the Town Clerk as herein provided.~~

~~B. Classification of licenses and permits. Licenses and permits issued by the Town Clerk shall be classified as follows:~~

- ~~(1) Class 1 license: required of all persons who are engaged in the business of collecting or removing solid waste from premises defined herein as "nonresidences," including any person who collects or removes solid waste from nonresidence premises which he or she does not own, lease or occupy, whether or not such person is engaged in the business of collecting or removing solid waste.~~
- ~~(2) Class 2 license: required of all persons who are engaged in the business of collecting or removing solid waste from premises defined herein as "residences."~~
- ~~(3) Class 3 license: required of all persons who collect or remove from any premises in the Town of Riverhead any of the following materials, as herein defined:~~

~~construction and demolition debris; land-clearing debris; bulk waste. A Class 3 license shall not be required if such person removes such materials from premises which he or she owns, leases or occupies.~~

- ~~(4) Class 4 license: required of all persons who collect or remove from any premises in the Town of Riverhead any of the following materials: hazardous waste; household hazardous waste; infectious waste; ash or ash residue. A Class 4 license shall not be required, however, if such person, pursuant to a contract entered into with the Town of Riverhead, collects or removes household hazardous waste from any household hazardous waste storage facility owned or operated by or on behalf of the Town of Riverhead.~~
- ~~(5) Class 5 license: required of all persons who are engaged in the business of landscaping who bring landscaping materials, limited to yard waste as herein defined, to a solid waste facility or recycling center owned or operated by or on behalf of the Town of Riverhead.~~
- ~~(6) Class 6 license: required of all persons engaged in the business of agriculture or the duly authorized employees or agents thereof who bring, on and after January 1, 1992, solid waste generated on premises in active agricultural production, whether generated in the course of such agricultural production or in residences located on such premises, to any solid waste facility or recycling center owned or operated by or on behalf of the town.~~
- ~~(7) Resident permit: required of any resident, defined as a person who dwells in a residence, as herein defined, in the Town of Riverhead, including persons who inhabit dwelling units in multiple residences, as herein defined, in the Town of Riverhead, if such resident collects or removes solid waste from the premises he or she owns or occupies or transports solid waste on or through any street or public highway or delivers such solid waste for deposit or disposal at any disposal facility owned or operated by or on behalf of the Town of Riverhead. This classification shall be in effect until December 31, 1991, after which no resident permits shall be issued or effective.~~
- ~~(8) Business permit: required of any owner or operator of any business or nonresidence, as herein defined, in the Town of Riverhead, who removes solid waste from his or her business or nonresidence premises or transports solid waste on or through any street or public highway or delivers such solid waste for deposit or disposal at any disposal facility operated by or on behalf of the Town of Riverhead. This classification shall be in effect until December 31, 1996, after which no business permits shall be issued or effective.~~
- ~~(9) Roll-off and container permit decals: required of any person, firm or corporation engaged in the business of collecting, removing and/or transporting solid waste generated in the town, including designated recyclables, from residences and nonresidences, for each roll-off or other container used on such nonresidence premises for the storage of solid waste or recyclables placed out for collection by the occupant(s) of such premises.~~
- ~~(10) Vehicle permit decals: required of any person, firm or corporation engaged in the business of collecting or removing solid waste, including designated recyclables, from residences and nonresidences, for each vehicle, including trucks, wagons,~~

~~trailers and other conveyances used in such business for collecting and/or transporting solid waste, including designated recyclables.~~

~~C. Any person who violates the requirement of Subsection A hereof shall be subject to the following penalties, determined according to the classification of license or permit required for the activity undertaken without the appropriate license or permit, including persons operating with an expired, suspended or revoked license or permit:~~

- ~~(1) Class 4 license: penalty not less than one thousand dollars (\$1,000.).~~
- ~~(2) Class 1, 2 or 3 license: penalty not less than five hundred dollars (\$500.).~~
- ~~(3) Class 5 or 6 license and business permit: penalty not less than two hundred fifty dollars (\$250.).~~
- ~~(4) Resident permit: penalty not less than one hundred fifty dollars (\$150.).~~
- ~~(5) Vehicle permit decals: penalty not less than one hundred dollars (\$100.).~~
- ~~(6) Roll-off and container permit decals: penalty not less than one hundred dollars (\$100.). Each removal of solid waste from any premises or each incidence of transporting solid waste on or through any street or public highway or each delivery of solid waste for deposit or disposal at a disposal facility owned or operated by or on behalf of the Town of Riverhead in violation of the license or permit requirements of this section shall constitute a separate violation subject to the penalties herein provided.~~

~~§ 103-41. License and permit fees.~~

~~A. Class 1 and 2 licenses. The annual fees for Class 1 and 2 licenses shall be two hundred fifty dollars (\$250.), plus fifty dollars (\$50.) per vehicle, including trucks, wagons, trailers and other conveyances used by the licensee in the removal and/or collection of solid waste. Until January 1, 1992, the holder of a valid Class 1 license shall not be required to pay an additional annual fee to obtain a Class 2 license.~~

~~B. Class 3 licenses. The annual fee for a Class 3 license shall be two hundred fifty dollars (\$250.), plus fifty dollars (\$50.) per vehicle, truck, trailer, wagon or conveyance used by the licensee in the removal and/or collection of the materials for which a Class 3 license is required. The holder of a valid Class 1 license shall receive an abatement of fifty percent (50%) of the annual fee for a Class 3 license.~~

~~C. Class 4 license. The annual fee for a Class 4 license shall be five hundred dollars (\$500.), plus one hundred dollars (\$100.) per vehicle, truck, trailer, wagon or conveyance used by the licensee in the removal and/or collection of the materials for which a Class 4 license is required.~~

~~D. Class 5 license. The annual fee for a Class 5 license shall be one hundred fifty dollars (\$150.).~~

~~E. Class 6 license. The annual fee for a Class 6 license shall be one hundred dollars (\$100.).~~

~~F. Resident permit. The annual fee for a resident permit shall be fifty dollars (\$50.).~~

~~G. Business permit. The annual fee for a business permit shall be one hundred dollars (\$100.).~~

~~H. Roll-off and container permit decals. The annual fee for a roll-off or container permit decal shall be five dollars (\$5.).~~

~~§ 103-42. Resident and business permit requirements.~~

~~A. No permit shall be issued by the Town Clerk unless the applicant therefor can establish to the satisfaction of the Town Clerk that he or she is a permanent or seasonal resident of the Town of Riverhead, if the applicant requests a resident permit, or that he or she owns, leases or otherwise occupies a business or nonresidence in the Town of Riverhead, if the applicant requests a business permit.~~

~~B. The Town Clerk shall issue one (1) vehicle sticker to each permittee for a vehicle registered in the name of such permittee, which shall, when permanently affixed to said vehicle, constitute evidence of such permit and thereby authorize said permittee to remove solid waste from his or her premises and/or transport the same on or through any street or public highway and/or deliver the same for deposit or disposal at any disposal facility operated by or on behalf of the Town of Riverhead. Vehicle stickers so issued shall be permanently affixed to the authorized vehicle in such manner as the Town Board or Sanitation Supervisor shall prescribe.~~

~~C. Permits and vehicle stickers shall be nontransferable.~~

~~D. Permittees shall comply with the applicable provisions of this chapter and with such instructions as the Sanitation Supervisor or his or her designees may require for the deposit or disposal of solid waste at any disposal facility owned or operated by or on behalf of the Town of Riverhead.~~

~~E. All vehicles used by permittees for the transportation of solid waste on or through any street or public highway in the Town of Riverhead shall be covered or equipped such that no solid waste shall blow, leak or spill from such vehicle onto any street or public highway.~~

~~§ 103-43. License application requirements.~~

~~A. Application form. Each applicant for a license shall accurately complete a license application in such form as provided by the Town Clerk.~~

~~B. Application fees. Each new application for a license, except Class 5 and 6 licenses, shall be accompanied by an application fee of fifty dollars (\$50.), payable to the Town Clerk. Each new application for a Class 5 or 6 license shall be accompanied by an application fee of twenty-five dollars (\$25.), payable to the Town Clerk.~~

~~C. Fingerprints. Each applicant for a license, other than a Class 3, 5 or 6 license or a business permit, shall furnish the Town Clerk with a full set of his or her fingerprints, together with his or her written authorization for a full search and return from the New York State Division of Criminal Justice Services. If an applicant is a partnership, a full set of fingerprints of all general partners shall be submitted. If an applicant is a corporation, a full set of fingerprints of the corporation's president, treasurer and, if any, chief executive officer shall be submitted. If the applicant corporation is a privately held corporation, a full set of fingerprints of any person owning more than twenty-five percent (25%) of the issued and outstanding shares of stock of such corporation shall also be submitted. The applicant shall pay to the Town Clerk all charges imposed by the New York State Division of Criminal Justice Services for a full search and return on such fingerprints.~~

~~D. Each applicant for a license, except for Class 3, 5 and 6 licenses, shall submit to the Town Clerk a list of all customers to be served in the Town of Riverhead, including customer name, street number and name and post office.~~

~~E. Each applicant for a Class 4 license shall submit satisfactory proof upon application that he or she has all licenses and/or permits required by all other applicable government authorities for the collection, transportation and disposal of the materials for which a Class 4 license is required. Each such applicant shall also file with the Town Clerk the name, location and applicable permit number of every disposal facility to which such materials collected in the Town of Riverhead shall be delivered.~~

~~§ 103-44. License requirements.~~

~~A. No license shall be issued to any applicant if the owner, partner, officer or principal shareholder of such applicant has been convicted of a misdemeanor or felony which renders the applicant unfit to hold the license sought.~~

~~B. Every licensee shall obtain vehicle permit decals for each and every vehicle to be used in the Town of Riverhead for the collection, removal, transportation and/or disposal of solid waste, including recyclables, in the town. Every licensee shall obtain a roll-off and container permit decal for each roll-off or container used by such licensee for the collection and storage of solid waste.~~

~~C. Every Class 1 licensee shall provide separate collection of source-separated designated recyclables pursuant to § 103-20 for all nonresidence customers on and after January 1, 1992. No Class 1 licensee shall remove or collect solid waste which contains designated recyclables mixed therewith.~~

~~D. Every Class 4 licensee shall comply with all applicable safety regulations for the collection, transportation and disposal of the materials for which a Class 4 license is required. Class 4 licensees shall also file with the Town Clerk notification of any change in the disposal facility information required as a part of said licensee's original or renewal application. No Class 4 licensee shall transport, deliver, deposit for~~

~~disposal or dispose of such materials to or at any location or facility other than one duly permitted or licensed for the collection, storage or disposal of such materials by the applicable government authority.~~

~~E. All vehicles used by every licensee shall be covered or so equipped such that solid waste shall not blow, spill or leak onto any street or public highway in the town during the removal, collection or transportation of such wastes upon the streets or public highways.~~

~~F. Every licensee shall promptly pay all disposal fees assessed by the Town of Riverhead or its agents for the disposal of solid waste at any facility owned or operated by or on behalf of the Town of Riverhead. A licensee's failure to pay such fees within thirty (30) days of the date the same become due and payable shall result in the automatic suspension, upon notice, of said license, which suspension shall remain in effect until all such past due balances are paid in full.~~

~~G. Every license, vehicle permit decal and roll-off or container permit decal issued hereunder shall be nontransferable.~~

~~H. Roll-off and container permit decals shall only be issued to duly qualified licensees pursuant to the provisions of this Article.~~

~~I. Every licensee shall deliver all solid waste generated in the Town of Riverhead and collected by such licensee in the town to such solid waste facility or facilities as directed by the Town Board or the Sanitation Supervisor.~~

~~§ 103-45. Penalties for offenses.~~

~~Except as otherwise provided herein, each violation of any provision of this Article may be punishable by a penalty of not less than two hundred fifty dollars (\$250.) and/or the suspension or revocation of license.~~

~~ARTICLE VI. Collection and Disposal Fees~~

~~§ 103-50. Self-haulers.~~

~~A. Definitions. For the purposes of this Article, the following words and phrases shall have the following meanings:~~

~~SELF-HAULED WASTE~~

~~Solid waste transported and delivered by a self-hauler to a solid waste facility or recycling center for deposit or disposal thereat.~~

~~SELF-HAULER~~

~~A person who holds a valid resident permit or business permit and who removes solid waste from premises owned, leased or otherwise occupied by him or her, which said solid waste was generated by residents of such premises or by such permittee's own business conducted on such premises, and who transports and delivers said solid waste to a solid waste facility or recycling center for the purpose of depositing or disposing of such solid waste thereat.~~

~~B. Limitation. After December 31, 1991, no self-hauled waste, as herein defined, shall be accepted for deposit or disposal at any solid waste facility or recycling center.~~

~~C. Disposal fees. Disposal fees for self-hauled waste accepted at a solid waste facility or recycling center shall be established and/or amended by duly adopted resolution of the Town Board.~~

~~D. Payment of disposal fees:~~

- ~~(1) Payment of self-hauler disposal fees shall be made directly to the Town Clerk, who, upon receipt of the requisite fee, shall issue to the payor a coupon authorizing entry to a solid waste facility or recycling center.~~
- ~~(2) No disposal fees shall be paid or accepted, nor shall any disposal coupons be issued, at any solid waste facility or recycling center.~~
- ~~(3) No vehicle shall gain entry to a solid waste facility or recycling center unless the operator thereof presents to the gate attendant or other authorized personnel the appropriate type of disposal coupon.~~

~~§ 103-51. Disposal fees for solid waste collected at residences.~~

~~A. Fees for disposal of solid waste collected at residences and multiple residences by persons licensed to collect solid waste in the Town of Riverhead and delivered for deposit or disposal at a solid waste facility or recycling center shall be established and/or amended by duly adopted resolution of the Town Board, in accordance with the following classifications:~~

- ~~(1) A flat fee per ton for solid waste which consists of materials other than designated recyclables, yard waste, bulk waste and household hazardous waste.~~
- ~~(2) A flat fee per item of bulk waste.~~
- ~~(3) A flat fee per ton for designated recyclables which are not mixed with any other materials.~~
- ~~(4) A flat fee per ton or cubic yard for yard wastes.~~
- ~~(5) A flat fee per ton of household hazardous wastes.~~
- ~~(6) A flat fee per ton of construction and demolition debris.~~

~~B. Each vehicle operated by a person licensed to collect solid waste from residences and multiple residences in the Town of Riverhead shall, upon entry to the solid waste~~

~~facility or recycling center, proceed directly to the vehicle scale at such facility, where the contents of such vehicle shall be weighed by the operator of said scale.~~

~~C. Payment of all disposal fees shall be made to the Riverhead Town Receiver of Taxes promptly upon receipt of an invoice therefor. There shall accrue interest at the rate of one percent (1%) per month on all balances which have not been paid within thirty (30) days from the date of such invoice.~~

~~§ 103-52. Disposal fees for solid waste collected at nonresidences.~~

~~A. Fees for disposal of solid waste collected at nonresidences by persons licensed to collect solid waste in the Town of Riverhead and delivered for deposit or disposal at a solid waste facility or recycling center shall be established and/or amended by duly adopted resolution of the Town Board, in accordance with the following classifications:~~

- ~~(1) A flat fee per ton for solid waste which consists of materials other than designated recyclables, yard waste, bulk waste and household hazardous waste.~~
- ~~(2) A flat fee per item of bulk waste.~~
- ~~(3) A flat fee per ton for designated recyclables which are not mixed with any other materials.~~
- ~~(4) A flat fee per ton or cubic yard for yard wastes.~~
- ~~(5) A flat fee per ton of household hazardous wastes.~~
- ~~(6) A flat fee per ton of construction and demolition debris.~~

~~B. Each vehicle operated by a person licensed to collect solid waste from nonresidences in the Town of Riverhead shall, upon entry to the solid waste facility or recycling center, proceed directly to the vehicle scale at such facility, where the contents of such vehicle shall be weighed by the operator of said scale.~~

~~C. Payment of all disposal fees shall be made to the Riverhead Town Receiver of Taxes promptly upon receipt of an invoice therefor. There shall accrue interest at the rate of one percent (1%) per month on all balances which have not been paid within thirty (30) days from the date of such invoice.~~

~~§ 103-53. Disposal fees for landscaping materials.~~

~~Disposal fees for landscaping materials, limited to yard wastes, delivered by the holder of a Class 5 license to a solid waste facility or recycling center shall be established and/or amended by duly adopted resolution of the Town Board.~~

~~§ 103-54. Disposal fees for Class 6 licensees.~~

~~A. Effective January 1, 1992, disposal fees due from holders of Class 6 licenses shall be established and/or amended by duly adopted resolution of the Town Board.~~

~~B. Effective January 1, 1993, disposal fees due from holders of Class 6 licenses shall be established and/or amended by duly adopted resolution of the Town Board, in accordance with the following classifications:~~

- ~~(1) A flat fee per twenty-gallon container or bag containing solid waste, not to exceed fifty (50) pounds in weight.~~
- ~~(2) A flat fee per thirty-two-gallon container or bag containing solid waste, not to exceed sixty-five (65) pounds in weight.~~
- ~~(3) A flat fee per prepaid sticker, for disposal of one (1) item of bulk waste.~~
- ~~(4) A flat fee per thirty-two-gallon container, or equivalent, containing waste classified as household hazardous waste.~~
- ~~(5) A flat fee per pound of solid waste other than waste defined herein as "bulk waste" which, because of its size or composition, cannot be placed in a container or bag.~~
- ~~(6) A flat fee per twenty-gallon container or bag containing designated recyclables only, not to exceed forty (40) pounds in weight.~~
- ~~(7) A flat fee per thirty-two-gallon container or bag containing designated recyclables only, not to exceed sixty-five (65) pounds in weight.~~

~~**§ 103-55. Collection fees for solid waste generated at residences.**~~

~~A. On and after the effective date of this chapter, and/or until such time as municipal solid waste collection districts may be established in the Town of Riverhead, collection fees for solid waste generated at residences in the Town of Riverhead and collected by persons licensed to collect such waste pursuant to the provisions of this chapter shall be established and/or amended by duly adopted resolution of the Town Board.~~

~~B. On and after the effective date of municipal solid waste collection districts in the Town of Riverhead, the collection rates for premises included within such districts shall be established and amended by the Town Board pursuant to the provisions of the local law establishing such districts and shall be, in accordance with the provisions of the same, assessed against all premises included within such districts. Each such premises shall be entitled to place out for collection, the cost of which shall be included in such assessment, the following volumes and types of waste per week (unless otherwise specified) per dwelling unit on such premises:~~

- ~~(1) Six (6) thirty-two-gallon containers or bags containing nonrecyclable solid wastes.~~
- ~~(2) Two (2) twenty-gallon containers or bags containing designated recyclables only.~~
- ~~(3) Newspapers, corrugated cardboard and paperboard bundled and tied separately.~~
- ~~(4) Leaves, grass clippings and other yard wastes, not to exceed three (3) cubic yards.~~
- ~~(5) One (1) twenty-gallon sealed container of household hazardous waste per month.~~
- ~~(6) Items of bulk waste to be removed by appointment only.~~

~~C. On and after January 1, 1993, or one (1) year after the establishment of municipal solid waste collection districts in the Town of Riverhead, whichever is later, the collection rates for premises included within such districts shall be established and amended by the Town Board pursuant to the provisions of the local law establishing such districts and shall be, in accordance with the provisions of the same, assessed against all premises included within such districts. Each such premises shall be entitled to place out for collection, the cost of which shall be included in such assessment, the following volumes and types of waste per week (unless otherwise specified) per dwelling unit on such premises:~~

- ~~(1) Three (3) thirty-two-gallon containers or bags containing nonrecyclable solid wastes.~~
- ~~(2) Two (2) twenty-gallon containers or bags containing designated recyclables only.~~
- ~~(3) Newspapers, corrugated cardboard and paperboard bundled and tied separately.~~
- ~~(4) Leaves, grass clippings and other yard wastes, not to exceed three (3) cubic yards.~~
- ~~(5) One (1) twenty-gallon sealed container of household hazardous waste per month.~~
- ~~(6) Items of bulk waste, to be removed by appointment only.~~

~~D. On and after January 1, 1993, the occupants of premises within such districts who have wastes to dispose of in excess of the volume limitations provided in Subsection C hereof shall purchase and affix to the containers or bags in which such excess wastes are placed, stickers authorizing the collection of such containers or bags by the provider of solid waste collection services within such districts. No wastes in excess of the volume limitations provided in Subsection C hereof shall be placed out for collection by occupants of such premises or collected by the provider of solid waste collection services within such districts unless a sticker authorizing the collection of such wastes is affixed to the container or bag in which such wastes are placed. No items of waste of a type or nature not specified in Subsection C hereof shall be placed out for collection or collected within such districts unless such items have affixed thereto a sticker authorizing the collection thereof.~~

- ~~(1) The waste collection authorization stickers required by this section shall be available for purchase by residents of the town at the office of the Town Clerk and at such other locations as the Town Board may from time to time designate.~~
- ~~(2) Fees for such waste collection authorization stickers shall be established and/or amended by duly adopted resolution of the Town Board, in accordance with the following schedule:~~
 - ~~(a) A flat fee per twenty-gallon container or bag of nonrecyclable solid waste.~~
 - ~~(b) A flat fee per thirty-two-gallon container or bag of nonrecyclable solid waste.~~
 - ~~(c) A flat fee per one (1) item of bulk waste.~~
 - ~~(d) A flat fee per twenty-gallon container of household hazardous waste.~~
 - ~~(e) A flat fee per twenty-gallon container or bag of designated recyclables.~~

~~§ 103-56. Collection fees for solid waste generated at nonresidences and multiple residences.~~

~~On and after January 1, 1992, collection fees for solid waste generated at nonresidences in the Town of Riverhead and collected by persons licensed to collect such waste pursuant to this chapter shall be established and/or amended by duly adopted resolution of the Town Board, in accordance with the following schedule:~~

- ~~A. A flat fee per cubic yard of nonrecyclable solid wastes.~~
- ~~B. A flat fee per cubic yard of designated recyclables.~~
- ~~C. A flat fee per ton or portion thereof for hazardous wastes.~~

~~§ 103-57. Penalties for offenses.~~

~~Each violation of the provisions of this Article pertaining to maximum collection rates shall be punishable by a penalty of five hundred dollars (\$500.) for the first violation and one thousand dollars (\$1,000.) for each subsequent violation and/or the suspension or revocation of any solid waste collection license held by the person, firm or corporation committing such violation.~~

ARTICLE II. Solid Waste Generated at Residences located within Town's Solid Waste District

The Town of Riverhead established a Solid Waste Collection and Disposal District "District", and at the time of this local law subject to amendment by resolution of the Town Board, consists of six contract bid areas for the collection of all residential solid waste within the District. The District does not provide for the collection of solid waste from commercial operations or institutions as defined in 103-3.

§103-5. Containers: duty of owners and occupiers of property.

A. Every owner or occupier of any residence within the District shall provide or cause to be provided at all times suitable and sufficient containers for garbage and refuse that may accumulate upon said premises.

B. All garbage and refuse containers shall be watertight, with proper, tight covers and handles of adequate strength or disposable plastic bags, securely tied or fastened. No garbage and refuse container shall exceed 32 gallons' capacity or weigh more than 50 pounds when filled.

C. All garbage and refuse containers shall be designed for such purposes, either of metal or plastic material, except that bushel baskets with handles, disposable plastic bags or cartons of heavy cardboard or other durable material, securely tied and fastened, may be used. No container basket, bag or carton shall weigh more than 50 pounds when filled.

D. Newspapers, magazines and other printed matter need not be placed in a container but must be bundled to prevent littering.

F. All recyclables other than those set forth in § 103-4 D shall be placed in containers bearing a label provided by the Town of Riverhead "Recyclables".

§ 103-6. Times for placement and collection within the District; storage of containers.

A. The Town Board of the Town of Riverhead or the Superintendent of the Sanitation Department shall designate times for the removal of garbage and refuse from the streets of the Town.

B. All garbage and refuse to be collected, except that in portable transfer containers, shall be placed at the curb, but in no event shall refuse for collection be placed at the curb before 6:00 p.m. of the day preceding the scheduled collection.

C. All containers shall be removed from the curbline or other place of collection by the owner or occupant of premises before 11:00 p.m. in the evening of the day on which collection is made from the premises.

D. All garbage and refuse containers, except portable transfer containers, shall be stored in such fashion as to be screened from public view and, to the extent applicable, subject to conditions, restrictions or covenants recorded pursuant to site plan approval.

E. All recycling containers shall be placed at the curb at the dates and times as may be specified from time to time by resolution of the Town Board of the Town of Riverhead.

§103-7. Collection of seasonal or special items.

A. All bulk items, white goods (refrigerators, washers, stoves, etc.) and other large items not capable of being enclosed in containers may be placed at the curbline or pavement line for collection on the days specified by the refuse collector(s) servicing the District as per the contract specification and/or direction of the Superintendent of the Sanitation Department. It shall be the sole responsibility of the owner to dismantle or secure the appliance or item of furniture so that it will not be a hazard to the public. Doors or broken glass shall be properly secured or removed from the appliance or item of furniture before placing it at the curb for collection. The refuse collector may accept or decline collection of any such material in accordance with his considered judgment of the ability of the refuse collector to handle and dispose of such items. Collection and disposal by the refuse collector of such appliances or items of furniture shall extend only to those appliances or items of furniture actually used in a residence in the Town of Riverhead. The refuse collector will also have the right to refuse the collection of any refuse which, in his opinion, is composed of in part or in violation of any of the previously defined unacceptable wastes.

B. Any contractor creating debris from construction or from tree pruning or removal shall remove and dispose of said debris in a sanitary manner at no such cost to the Town of Riverhead. In the event that any such debris results from work performed

personally by an owner or resident within the District, the debris may be placed at the curb for collection and removal by the refuse collector if the quantity of said debris does not exceed six containers and/or bundles of not more than 50 pounds in any week. Quantities of debris in excess of this amount shall be removed by the property owner or resident at his or her own expense.

C. Yard waste such as trees, tree trimmings, logs, tree branches and trunks shall be cut to a length not exceeding four feet in length and four inches in diameter and securely tied in bundles not more than two feet thick. In no event shall any bundle exceed 50 pounds in weight.. For purposes of collection of solid waste within any Town residential solid waste district, yard waste consisting of grass clippings shall be excluded and will not be collected by the authorized collector.

D. Holiday trees may be placed at the curblin e or pavement line for collection on such days as specified by the Superintendent of the Sanitation Department during the months of December and January and there shall be no requirement that the trees be cut and bundled as otherwise herein required, except that trees greater than eight feet in length must be cut such that the length of all portions of the tree shall not exceed eight feet in length and no greater than 4 inches in diameter.

§103-8. Source separation of recyclable materials.

A. Owners and occupiers of all properties within the District shall be required to source-separate recyclable materials from municipal solid waste. Recyclable materials shall not be commingled with other solid waste during collection, transportation or storage following collection.

B. Recyclable materials shall be placed at the curblin e or pavement line at the same time as regular weekly refuse in designated containers as determined by the Town of Riverhead. Recyclables are to be separated but placed next to regular weekly refuse.

C. Any and all collectors collecting residential MSW generated within the District shall refuse to collect MSW from any person or party who has clearly failed to source-separate the recyclable materials and/or who has not properly prepared the recyclable materials to the specifications of the collector. A written explanation shall be provided to the person or party of the reason for the refusal for collection of the materials by the collector and a copy shall be delivered to the Sanitation Superintendent.

D. The Town of Riverhead shall from time to time determine by resolution which items must be source-separated as recyclables. The list of recyclables shall be posted on the Town sign board and published in a local newspaper. Enforcement of items newly included on said list shall not take place until 30 days following adoption. Any authorized collector shall have the right to request the Town Board to remove any item from such list. Upon receipt of satisfactory information indicating that such item would not be required to be recycled in accordance with federal or state law or regulations and that a market in such item is not readily available, the Town Board may, in its reasonable discretion, delete said item from the list of recyclables.

ARTICLE III. Solid Waste Generated at Commercial and Institutional Operations within Town of Riverhead

§103-9. Containers: duty of owners and occupiers of property.

A. Every owner or occupier of any building, premises or place of business within the Town of Riverhead shall provide or cause to be provided at all times suitable and sufficient containers for garbage and refuse that may accumulate upon said premises.

B. All garbage and refuse containers shall be watertight, with proper, tight covers and handles of adequate strength or disposable plastic bags, securely tied or fastened.

C. All garbage and refuse containers, shall be designed for such purposes, either of metal, plastic or other durable material, securely tied, fastened, closed or sealed. Such containers shall be emptied or replaced whenever full and at least once each week if containing garbage. Such containers shall be maintained in a manner so as to prevent dispersal of the contents about the premises.

D. The portable transfer containers used for outdoor storage of refuse on premises occupied for commercial, industrial, or institutional uses are permitted subject to such other provisions of the Town Code and/or conditions, restrictions or covenants related to site plan. Such containers shall be emptied or replaced whenever full and at least once each week if containing garbage. Such containers shall be maintained in a manner so as to prevent dispersal of the contents about the premises.

E. All private, industrial, institutional or commercial establishments shall provide suitable recycling containers dependent on their specific needs, which containers must prevent dispersal of the contents about the premises and shall be subject to the approval of the Superintendent of the Sanitation Department of the Town of Riverhead.

§103-10. Source separation of solid waste, including recyclable materials.

A. Owners and occupiers of all properties within the Town of Riverhead shall be required to source-separate recyclable materials and such other solid waste as set forth in 103-8(b) from municipal solid waste. It shall be unlawful for any person to place out for collection any solid waste mixed with any of the materials listed in 103-8(b) or to commingle solid waste collected, transported or stored following collection.

B. All owners and occupiers shall separate the following materials for all other solid waste placed out for collection or transport to a solid waste facility:

- (1) Hazardous wastes
- (2) Recyclables as defined in 103-3 or as may be designated by the Town Board
- (3) Yard waste
- (4) Construction and demolition debris
- (5) Bulk wastes
- (6) Tires

Collectors collecting commercial and/or institutional MSW generated within the Town of Riverhead shall refuse to collect MSW from any person or party who has clearly failed to source-separate the recyclable materials and/or who has not properly prepared the recyclable materials to the specifications of the collector. A written explanation shall be provided to the person or party of the reason for the refusal for collection of the materials by the collector and a copy shall be provided to the Sanitation Superintendent.

C. The Town of Riverhead shall from time to time determine by resolution which items must be source-separated as recyclables. The list of recyclables shall be posted on the Town sign board and published in a local newspaper. Enforcement of items newly included on said list shall not take place until 30 days following adoption. Any authorized collector shall have the right to request the Town Board to remove any item from such list. Upon receipt of satisfactory information indicating that such item would not be required to be recycled in accordance with federal or state law or regulations and that a market in such item is not readily available, the Town Board may, in its reasonable discretion, delete said item from the list of recyclables.

ARTICLE IV. License Requirement for Collectors of Solid Waste Generated at Commercial and Institutional Operations within Town of Riverhead

§103-11. Authorized collectors: obtaining a license.

A. All authorized collectors must obtain a solid waste collection license from the Town of Riverhead. A fee for such license shall be set by the governing body on an annual basis and all licenses shall be issued for the calendar year or such portion thereof. There shall be no reduction in the fee for a license issued after the beginning of any calendar year. The Town of Riverhead reserves the right to waive the license fee for collectors collecting on behalf of the Town of Riverhead under a municipal contract.

B. All authorized collectors shall have the name of the collector prominently displayed on each vehicle operated by or on behalf of the authorized collector.

C. Authorized collector applications may be denied if the applicant or licensee, including owners, partners, officers or principal shareholder of such applicant has been convicted of a misdemeanor or felony which renders the applicant unfit to hold such a license or if the applicant or licensee has been adjudged or administratively determined to have committed one or more violations of this chapter during the preceding calendar year.

D. All authorized collectors licensed by the Town of Riverhead shall indemnify and hold harmless the Town of Riverhead for any pending, threatened or actual claims, liability or expenses arising from waste disposal by the authorized collector in violation of this chapter.

E. Authorized collectors shall offer collection services for all recyclable materials to all residential customers from whom they provide MSW collection services at the same times and on the same days as services are provided to their customers for solid waste collection.

F. Required information:

- (1) Each collector who shall apply for a license under this section shall state the manner of collection and the place and method of disposal of the MSW and recyclable materials (plan for recycling) from its residential, commercial, industrial and institutional customers.
- (2) Each collector shall maintain separate monthly records of solid waste and recyclable materials collected, transported or disposed of by the authorized collector which include the following information:
 - (a) The location and number of units in which the solid waste or recyclable material was generated.
 - (b) The quantity, by ton, of solid waste and of each type of recyclable material collected.
 - (c) The quantity, by ton, of recyclable material delivered to a recycling facility(ies) and the location of the recycling facility(ies).
 - (d) The quantity, by ton, of solid waste delivered to each facility.
- (3) Reports containing the information required as stated above shall be compiled and delivered to the Town Clerk or other designated individual for each reporting period as designated by the regulations, but which shall be no more frequently than quarterly.
- (4) Authorized collectors shall not accept for collection MSW which has not been source-separated in conformity with this chapter.
- (5) All vehicles used by authorized collectors for the transportation of solid waste on or through any street or public highway in the Town of Riverhead shall be covered or equipped such that no solid waste shall blow, leak or spill from such vehicle onto any street or public highway. Every license, vehicle permit decal and roll-off or container permit decal issued hereunder shall be nontransferable.

§ 103-12. Approval, denial, suspension or revocation of license: notice and hearing: noncompliance.

A. When the designated public official determines that a failure to comply with this chapter may have occurred, she/he shall recommend to the municipality that the authorized collector application or the license be denied, suspended or revoked or its holder subjected to a reprimand or fine or that the generator or originator of the solid waste or recyclable materials be subject to sanctions, fines or penalties as described herein. Notice and an opportunity to be heard shall be provided prior to the denial, suspension or revocation of a solid waste license or authorized collector permit or the issuance of a sanction, fine or penalty. The designated public official shall be authorized to disregard de minimus amounts of recyclables that inadvertently are mixed with garbage and refuse.

B. Notice. The designated public official shall notify the affected generator, applicant or licensee of the alleged failure in writing. The notice shall include the following information:

- (1) A statement of the condition allegedly violated, referring to the pertinent ordinance, law, rule or regulation.
- (2) A short and plain statement of the alleged misconduct.
- (3) A statement of the time, place and nature of the hearing.
- (4) The notice shall be personally served or sent by certified mail to the generator, applicant or licensee's last known address at least 10 days before the hearing date, with a copy to the administrator.

C. Hearing.

- (1) Hearings shall be held before the Town Board within a reasonable period, which shall be at least 10 days after service of notice but not more than 30 days after service of notice unless the time is extended by the Town Board of the Town of Riverhead.
- (2) The generator, applicant or licensee may be represented by counsel at the hearing and may offer evidence and cross-examine witnesses.
- (3) Within 20 days after the close of the hearing, the Town Board shall:
 - (a) Determine whether the alleged failure to comply with this chapter has occurred; and
 - (b) If such a failure has occurred, decide whether the generator or applicant shall be subject to fine or penalty, the application shall be denied or an existing solid waste license or authorized collector status shall be suspended or revoked or its holder subjected to a reprimand and issued an order carrying out this decision.

D. Determinations, decisions and orders. Disposition may be made by stipulation, agreed settlements, consent, order, default or other informal method.

- (1) The Town Board shall promptly notify the applicant or licensee, in writing, of the final determination, decision or order.

E. Enforcement

- (1) Inspections and appearance tickets:
 - (a) All portions of vehicles and containers used to haul, transport or dispose of recyclable materials, including such containers placed outside residences, shall be subject to inspection to ascertain compliance with this chapter by any police officer, peace officer, code officer and any other public official designated by the Town of Riverhead.
 - (b) Police officers, peace officers, code officers and the specified public servants are hereby authorized and directed to issue appearance tickets for violations of this chapter.

F. Penalties.

- (1) Penalties for collectors. During any 12 consecutive months, the failure of any person engaged in the business of collecting MSW and/or recyclable materials or rendering solid waste and/or recycling services who is not authorized by the Town

or who collects, picks up, removes or causes to be collected, picked up or removed MSW or recyclable materials in a manner not in compliance with this chapter shall be guilty of a violation punishable by a fine of not less than \$500 and not exceeding the sum of \$1,000 or by imprisonment for a term not exceeding 15 days, or both. Each day such violation occurs or continues shall constitute a separate offense.

- (2) Penalties for waste generators. Failure of a waste generator to comply with the provisions in this chapter designated as violations shall be punishable as follows:
 - (a) For the first conviction: by a written warning clearly stating the nature of the violation and a schedule of fines for future convictions.
 - (b) For the second conviction within one year: by a fine of not less than \$100 nor more than \$250.
 - (c) For the third conviction within one year by a fine of not less than \$250 nor more than \$500.
 - (d) For a fourth and each subsequent conviction within one year by a fine of not less than \$500 nor more than \$1000.
- (3) In addition, any such conviction imposing a fine shall also be punishable by a term of imprisonment of not more than 15 days, or by both such fine and imprisonment.
- (4) Any penalties or damages recovered or imposed under this law are in addition to any other remedies available at law or equity.
- (5) No penalties, fines, civil sanctions or other enforcement actions will be commenced prior to January 1, 2012 in order to permit persons regulated hereunder to come into compliance with this chapter.

ARTICLE V General Provisions Applicable to Solid Waste for all Properties and Uses within the Town of Riverhead

§103-13. Accumulation of solid waste: responsibility of owner and occupant.

A. No person shall accumulate or permit the accumulation of municipal solid waste on any premises owned or occupied by him or her within the Town of Riverhead except for the purpose of collection by the refuse collector.

B. No person shall permit any municipal solid waste to accumulate for a period of longer than seven days upon property owned or occupied by said person in the municipality, except that in the case of recyclables, bulk items or white goods, such goods may be allowed to accumulate for such longer period specified by the Town if collection is provided for but on a longer period between collections.

C. Owners and occupiers of residential property are hereby required to make accumulated municipal solid waste available for collection as scheduled under the terms hereof.

D. All municipal solid waste accumulated on any residential property in the municipality shall be collected, conveyed and disposed of by an authorized collector under contract with the Town (or by a licensed private collector under private subscription) and in accordance with the provisions of this chapter.

E. All municipal solid waste accumulated on commercial and institutional properties shall be collected, conveyed and disposed of by authorized collectors under contract with or licensed by the Town of Riverhead. In such case where a commercial or institutional establishment contracts directly with a collector, the fee or payment shall be a matter of private agreement between the owners or occupiers and the collector.

F. The owner, lessee or occupant of every building within the Town of Riverhead shall keep the same free, clear and clean of all refuse, maintain sidewalks and yard area free and clear of all refuse and, upon notice, shall within five days cause to be removed any unsanitary or unsafe condition on or about the premises owned, used or occupied by said person within the Town of Riverhead.

G. Any compost or mulch pile within the limits of the Town of Riverhead shall be maintained in such fashion so as not to attract rodents or cause the development of obnoxious odors or other hazards to the health of the occupants of neighboring properties.

H. Toxic, medical, flammable or hazardous waste, the disposal of which is routinely regulated by public authority, shall be disposed of in a manner which is determined by said authority and/or by law.

I. It shall be unlawful for any person to collect and dispose of any municipal solid waste within the Town of Riverhead, except as provided in this Chapter.

§ 103-14. Collection of recyclable materials placed at curbside.

A. Only authorized collectors who are acting under authority of the Town of Riverhead shall collect, pick up, remove or cause to be collected, picked up or removed any solid waste recyclable materials so placed for collection. Each such unauthorized collection, pickup or removal shall constitute a separate violation of this chapter; provided, however, that where the authorized collector has refused to collect certain recyclable materials because they have not been separated, placed or treated in accord with the provisions of this chapter, the person responsible for initially placing those materials for collection may and shall remove those materials from any curb, sidewalk or streetside.

B. Nothing herein shall prevent any person from making arrangements for the private collection, sale or donation of recyclable materials prior to placement at the curbside.

§103-15. Burning.

No person shall ignite, burn or cause to be ignited or burned any refuse or yard waste within the Town of Riverhead unless said burning is in conformity with all rules and regulations set forth by the State of New York and a permit is obtained from the Town Board and the New York State Department of Environmental Conservation, as applicable.

§103-16. Deposit on public or private property.

No refuse shall be carted to, dumped or deposited in any manner upon any private or public property in the Town of Riverhead except under the supervision and direction of the Superintendent of the Sanitation Department of the Town of Riverhead. Nothing in this section shall be construed to prohibit the proper use of receptacles placed upon the streets or other public places in the Town of Riverhead for the depositing of refuse; provided that such public receptacles shall not be used for the deposit of accumulated household garbage or the deposit of solid waste in containers or receptacles placed by the owner or occupant of private property in commercial use of the deposit of litter by members of the public invited onto such property for commercial purposes

§ 103-17. Applicability.

This article shall apply only to residents, owners or occupants of property located within the Town of Riverhead.

- Underline represents addition(s)
- Strikethrough represents deletion(s)

Dated: Riverhead, New York
May 1, 2012

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 341

APPOINTS A TEMPORARY STUDENT INTERN II TO THE ENGINEERING DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the need for a temporary Student Intern exists in the Department of the Town Engineer; and

WHEREAS, a recommendation has been made by the Town Engineer to appoint Thomas Houghton to the position.

NOW THEREFORE BE IT RESOLVED, that effective May 16, 2012 through August 31, 2012 this Town Board hereby appoints Thomas Houghton to the position of temporary Student Intern II at the hourly rate of \$10.50.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Thereupon Duly Declared Adopted

05.01.12
120342

ADOPTED

TOWN OF RIVERHEAD

Resolution # 342

**AWARDS BID – INSTALLATION OF WATER TRANSMISSION MAINS –
COUNTY ROUTE 105 -
RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, this Town Board did authorize the advertisement for bids for project known as Installation of Water Transmission Mains – County Route 105 - of the Riverhead Water District, and

WHEREAS, all bids received were opened and read aloud on the date and time advertised in the notice, and

WHEREAS, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated April 30, 2012 did recommend that the bid for project known as Installation of Water Transmission Mains – County Route 105 - be awarded as detailed in said letter to Alessio Pipe & Construction Co. at the total bid price of \$266,580.00.

NOW, THEREFORE, BE IT RESOLVED, that the bid for project known as Installation of Water Transmission Mains – County Route 105 of the Riverhead Water District, be and is hereby awarded to:

Alessio Pipe & Construction Co.
Huntington Station, New York
In the total bid amount of \$266,580.00

and be it further

RESOLVED, that the Town Clerk forward certified copy of this resolution to the above named contractor, and be it further

RESOLVED, that the Town Clerk is hereby authorized to return to all unsuccessful bidders their respective bid security, and be it further

RESOLVED, that the Town Supervisor be and is hereby authorized to execute a contract with Alessio Pipe & Construction Co. for this project, and be it further

RESOLVED, that upon completion of fully executed contracts and the filing of

said contract with the Town Clerk, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



architects + engineers

575 Broad Hollow Road tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

April 30, 2012 (*revised*)

Supervisor Sean Walter
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

**Re: Riverhead Water District
Installation of Water Transmission Mains
County Route 105
H2M Project No.: RDWD 12-51**

Dear Supervisor Walter:

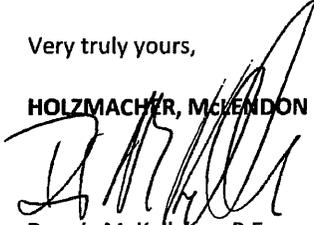
On Thursday April 26, 2012, the Riverhead Water District received bids for the installation of water transmission main for the above referenced project. Five (5) contractors submitted bids, with the low bid being submitted by Alessio Pipe & Construction Co. of Huntington Station, New York, with a total base bid price of \$261,580.00. As part of the bid proposal, the District requested each bidder to provide contingency pricing for an additional hydrant assembly to be located on the new main. Since pricing for the base bids came in under budget, the District has elected to proceed with the award of Alternate Item 4A for an additional \$6,000.00. With the awarding of this item, Item 7 of the base bid for \$1,000 can be eliminated from the award amount. A copy of the *bid tabulation* is enclosed for your records.

Alessio Pipe & Construction Co. has successfully completed similar projects for various water utilities over the past few years, including several for the Riverhead Water District. Additionally, the bid prices submitted by the same compare to projects similar in size and nature. It is our opinion that Alessio Pipe & Construction Co. is qualified and his bid prices are fair and reasonable. Based on the above information, we recommend that the Town Board award the water main installation project to Alessio Pipe & Construction Co., at a total bid price, plus Alternate Item 4A and excluding Item 7, of \$266,580.00.

Should you have any questions or comments, please contact this office.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.


Dennis M. Kelleher, P.E.

Enclosures

cc: Town Board
Richard Ehlers, Esq. (via e-mail)
Supt. Gary Pendzick (via e-mail)
William Rothaar, Financial Administrator

X:\RDWD (Riverhead Water District) - 10810\RDWD1251 - Route 105 Transmission Main\Correspondence\12.04.27 - Walter - Recommendation of Award_RDWD 1251.docx

CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: INSTALLATION OF WATER TRANSMISSION MAINS ON COUNTY ROUTE 105

PROJECT NO.: RDWD 12-51

BID DATE: APRIL 26, 2012 - 11:00 A.M.

5% BB or CC

BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
Alessio Pipe & Construction Co	Bancker Construction Corp.	Pat Noto, Inc.	Merrick Utility Associates, Inc.	TRS Construction
Huntington Station, New York	Islandia, New York	Bay Shore, New York	Farmingdale, New York	Middle Island, New York
5% BB	5% BB	5% BB	5% BB	5% BB

ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT PRICE	TOTAL PRICE								
1A	Furnish & Install 6" Cement-Lined PUSH-ON JOINT Duction Iron Water Main (Special Class 52)	20	LF	\$30.00	\$600.00	\$40.00	\$800.00	\$15.00	\$300.00	\$36.00	\$720.00	\$30.00	\$600.00
1D	Furnish & Install 12" Cement-Lined PUSH-ON JOINT Duction Iron Water Main (Special Class 52)	3,180	LF	61.00	193,980.00	65.00	206,700.00	55.00	174,900.00	61.00	193,980.00	61.75	196,365.00
2	Furnish & Install Mechanical Joint C.L.D.I. Special Castings	2,400	LBS	1.00	2,400.00	1.00	2,400.00	2.70	6,480.00	1.00	2,400.00	1.00	2,400.00
3D	Furnish & Install 12" Mechanical Joint Gate Valves & Boxes	2	UNITS	4,000.00	8,000.00	4,500.00	9,000.00	3,500.00	7,000.00	7,000.00	14,000.00	2,300.00	4,600.00
4A	Furnish & Install Fire Hydrant Assembly Including 6" Gate Valve & Box (Mechanical Joint Inlet)	1	UNIT	6,000.00	6,000.00	9,500.00	9,500.00	5,500.00	5,500.00	14,000.00	14,000.00	3,350.00	3,350.00
5	Chlorination of Mains	3,200	LF	0.50	1,600.00	1.00	3,200.00	5.00	16,000.00	1.00	3,200.00	0.25	800.00
7	Furnish & Install 2" Blow-Off Assembly	1	UNIT	1,000.00	1,000.00	2,500.00	2,500.00	750.00	750.00	3,200.00	3,200.00	1,600.00	1,600.00
8D	Cut-In to Existing 12" Water Main	1	UNIT	12,000.00	12,000.00	18,000.00	18,000.00	23,869.00	23,869.00	12,000.00	12,000.00	28,000.00	28,000.00
9	Trench Compaction	3,200	LF	1.00	3,200.00	1.00	3,200.00	1.00	3,200.00	1.00	3,200.00	1.00	3,200.00
9CB	Furnish & Install Cementitious Backfill at Sound Avenue Crossing	40	CY	450.00	18,000.00	150.00	6,000.00	50.00	2,000.00	250.00	10,000.00	150.00	6,000.00
10A	Pavement Restoration of Town Roadways. Sound Avenue & Private Driveways	50	SY	40.00	2,000.00	20.00	1,000.00	20.00	1,000.00	40.00	2,000.00	290.00	14,500.00
14	Furnish & Install 4" Clean Topsoil & Hydroseed	3,200	LF	4.00	12,800.00	2.00	6,400.00	10.00	32,000.00	5.00	16,000.00	5.00	16,000.00
TOTAL BASE BID (SUM OF ALL ITEMS):					\$261,580.00		\$268,700.00		\$272,999.00		\$274,700.00		\$277,415.00
Alt. 1E	Furnish & Install 16" Cement-Lined PUSH-ON JOINT Duction Iron Water Main (Special Class 51)	3,180	LF	76.00	241,680.00	88.00	279,840.00	72.00	228,960.00	88.00	279,840.00	84.00	267,120.00
Alt. 4A	Furnish & Install Fire Hydrant Assembly Including 6" Gate Valve & Box (Mechanical Joint Inlet)	1	UNIT	6,000.00	6,000.00	6,500.00	6,500.00	5,500.00	5,500.00	14,000.00	14,000.00	2,600.00	2,600.00
Alt. 13	Furnish & Jack 24" dia. x 50' x 3/8" Thick Steel Casing Beneath Sound Avenue.	1	LS	17,500.00	17,500.00	30,000.00	30,000.00	25,405.00	25,405.00	55,000.00	55,000.00	40,000.00	40,000.00
TOTAL BID (SUM OF 1A, 2 THROUGH 14 & ALT. 1E):					\$309,280.00		\$341,840.00		\$327,059.00		\$360,560.00		\$348,170.00
TOTAL BID (SUM OF 1A THROUGH 8D, 14 & ALT. 13):					\$259,080.00		\$291,700.00		\$295,404.00		\$317,700.00		\$296,915.00
TOTAL BID (SUM OF 1A, 2 THROUGH 9, 14, ALT 1E & ALT. 13):					\$306,780.00		\$364,840.00		\$349,464.00		\$373,965.00		\$367,670.00

05.01.12
120343

ADOPTED

TOWN OF RIVERHEAD

Resolution # 343

**AUTHORIZES TOWN CLERK TO PUBLISH & POST
NOTICE TO BIDDERS FOR QUICK LUBE MAINTENANCE
RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for Quick Lube Maintenance for the Riverhead Water District in the **May 10, 2012**, issue of ***The News-Review***.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **QUICK LUBE MAINTENANCE** for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m.** on **May 23, 2012.**

Requests for Bids may be examined and/or obtained at the Town Clerk's office at Town Hall Monday through Friday (except holidays) between the hours of 8:30 a.m. and 4:30 p.m. or by visiting the Town of Riverhead website at www.townofriverheadny.gov. Click on "**Bid Requests**" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BID #2012-34-RWD – QUICK LUBE MAINTENANCE – RIVERHEAD WATER DISTRICT.** All bids must be submitted on the bid form provided in the bid document. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 344

EXTENDS BID CONTRACT FOR WELL & PUMP EMERGENCY SERVICE FOR THE RIVERHEAD WATER DISTRICT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Water District has requested that the contract with Layne Christensen Company, originally awarded under Resolution #110549 adopted July 6, 2011, for the contract period of June 19, 2011 through June 18, 2012, be extended for one (1) year through June 18, 2013, which constitutes the first extension under the provisions of the current contact; and

WHEREAS, the above-named vendor has agreed to extend the contract through June 18, 2013, per the attached Bid Extension Notice at the original bid amount as attached hereto; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT

RESOLVED, that the bid contract for well and pump emergency service for the Riverhead Water District originally awarded to Layne Christensen Company under Resolution #110549 adopted July 6, 2011, be and is hereby extended through June 18, 2013; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Layne Christensen Company, 1126 Lincoln Avenue, Holbrook, New York, 11741; and be it further

RESOLVED, that all Town Hall departments may review and obtain a copy of this resolution from the Town of Riverhead website and, if needed, a certified copy of same may be obtained from the Town Clerk's Office.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted



RWD Riverhead Water District

Gary J. Pendzick, Superintendent
1035 Pulaski Street, Riverhead, New York 11901
Phone: 631-727-3205 FAX: 631-369-4608

Bid Extension Notice

To: Bob Grecki, General Manager
Layne Christensen Co.

From: Riverhead Water District

Date: April 19, 2012

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for well and pump emergency service will expire on June 18, 2012.

The Town of Riverhead would like to extend this contract for a period of one (1) year until June 18, 2013. This will be the first extension pursuant to the terms of the original contract.

If this extension meets with your approval, please complete the bottom portion of this letter and return it to us immediately.



Authorized Signature

ROBERT GRECKI, General Manager
Print Name

LAYNE CHRISTENSEN CO.
Company Name

4/20/12
Date

**PROPOSAL
RIVERHEAD WATER DISTRICT
WELL AND PUMP SERVICE
BID #RWD-2011-21**

ITEM 1

Furnish labor and equipment to remove, inspect and check well OR reinstall pumping equipment including sterilizing well and miscellaneous materials as required:

A. Up to 100 feet of setting	L.S. \$ <u>3500</u>
B. Up to 150 feet of setting	L.S. \$ <u>4000</u>
C. Up to 200 feet of setting	L.S. \$ <u>4400</u>

Cost for weekdays after 8 hours or Saturday:

D. Up to 100 feet of setting	L.S. \$ <u>3600</u>
E. Up to 150 feet of setting	L.S. \$ <u>4100</u>
F. Up to 200 feet of setting	L.S. \$ <u>4400</u>

Cost for Sundays holidays:

G. Up to 100 feet of setting	L.S. \$ <u>3700</u>
H. Up to 150 feet of setting	L.S. \$ <u>4200</u>
I. Up to 200 feet of setting	L.S. \$ <u>4600</u>

ITEM 2

Mobilization and demobilization to remove OR install electric motor:

A. Furnish labor and equipment to remove	L.S. \$ <u>900</u>
B. Furnish labor and equipment to install	L.S. \$ <u>900</u>
C. Weekdays after 8 hours and Saturdays	L.S. \$ <u>1100</u>
D. Weekends and Holidays	L.S. \$ <u>1100</u>

ITEM 2A

Mobilization to remove AND install electric motor:

E. Furnish labor and equipment to remove and install	L.S. \$ <u>1700</u>
F. Weekdays after 8 hours and Saturdays	L.S. \$ <u>1700</u>
G. Weekends and Holidays	L.S. \$ <u>2100</u>

ITEM 3

Mobilization and demobilization to remove OR install gear-drive:

A. Furnish labor and equipment to remove	L.S. \$ <u>950</u>
B. Furnish labor and equipment to install	L.S. \$ <u>950</u>
C. Weekdays after 8 hours or Saturday	L.S. \$ <u>950</u>
D. Sundays and Holidays	L.S. \$ <u>1100</u>

ITEM 4

Mobilization & demobilization of crew and equipment to remove or reinstall 25HP submersible pump:

- A. Remove, inspect and report condition of pump and motor L.S. \$ 1,200
- B. Install pump, motor, cable, with miscellaneous materials L.S. \$ 1,600
- C. Weekdays after 8 hours or Saturday L.S. \$ 1,600
- D. Sundays and Holidays L.S. \$ 1,800

ITEM 5

A. Furnish 8" x 1 1/2" threaded and coupled Water Lube column assembly, complete with 410 S.S. shaft, couplings and bronze spiders:

10 foot section	Each \$ <u>1,100</u>	(10) \$ <u>11,000</u>
5 foot section	Each \$ <u>720</u>	(2) \$ <u>1,440</u>
		Total: \$ <u>12,440</u>

B. Furnish 10" x 1 1/2" threaded and coupled Water Lube column assembly, complete with 410 S.S. shaft, couplings and bronze spiders:

10 foot section	Each \$ <u>1,270</u>	(15) \$ <u>19,050</u>
5 foot section	Each \$ <u>1,120</u>	(2) \$ <u>2,240</u>
		Total: \$ <u>21,290</u>

C. Furnish 10" x 1 11/16" threaded and coupled Water Lube column assembly, complete with 410 S.S. shaft, couplings and bronze spiders:

10 foot section	Each \$ <u>1,400</u>	(15) \$ <u>21,000</u>
5 foot section	Each \$ <u>1,240</u>	(2) \$ <u>2,480</u>
		Total: \$ <u>23,480</u>

ITEM 6

Labor to refurbish existing Discharge Head: L.S. \$ 750

ITEM 7

Furnish labor and equipment to service existing gear drive: L.S. \$ 750

ITEM 8

Furnish new 10" or 11" diameter bowl assembly:

- A. 1st Stage complete with suction and discharge nozzles (1) \$ 2,350
 - B. Additional Stage Each \$ 775 (3) \$ 2,325
 - C. Certified Test L.S. \$ 1,250
- TOTAL: \$ 5,925

ITEM 9

Furnish new 12" or 13" diameter bowl assembly:

A. 1st Stage complete with suction, discharge nozzle
and suction pipe (1) \$ 2785

B. Additional Stage Each \$ 913 (3) \$ 2739

C. Certified Test L.S. \$ 1250

Total: \$ 3987

ITEM 10

Furnish one (1) new 25HP Submersible Pump, Motor and Cable

L.S. \$ 3900

ITEM 11

Compensation for furnishing brand name parts and components including freight and trucking:

A. Up to \$100 Certified Cost plus 40 % = \$ 40

B. Up to \$500 Certified Cost plus 40 % = \$ 200

C. Up to \$1000 Certified Cost plus 40 % = \$ 400

D. Up to \$5000 Certified Cost plus 25 % = \$ 1250

E. Above \$5000 Certified Cost plus 25 % = \$ 1250

Total: \$ 3140

ITEM 12

A. Hourly rate for two (2) man crew with rig to perform additional work,
as required:

8 hours @ \$ 200 per hr = \$ 1600 Subtotal: \$ 1600

B. Weekdays after 8 hours and Saturdays

Item 12A hourly rate \$ 200 x 1.2% = \$ 240/hr Subtotal: \$ 240

C. Sunday/holiday

Item 12A hourly rate \$ 200 x 1.2% = \$ 240/hr Subtotal: \$ 240

Total: \$ 2080

ITEM 13

A. Rate for machine shop work, including machinist and equipment:

8 hours @ \$ 90 per hr = \$ 720 Subtotal: \$ 720

B. Weekdays after 8 hours and Saturdays

Item 13A hourly rate \$ 90 x 1.2% = \$ 108/hr Subtotal: \$ 108

C. Sunday/holiday

Item 13A hourly rate \$ 90 x 1.2% = \$ 108/hr Subtotal: \$ 108

Total: \$ 936

ITEM 14

A. Hourly rate for field repair work, including mechanic, truck and hand tools, including 2 hours travel time:

8 hours @ \$ 100 per hr = \$ 800 Subtotal: \$ 800

B. Weekdays after 8 hours and Saturdays

Item 12A hourly rate \$ 100 x 1.2 % = \$ 120 /hr Subtotal: \$ 120

C. Sunday/holiday

Item 12A hourly rate \$ 100 x 1.4 % = \$ 140 /hr Subtotal: \$ 140

Total: \$ 1060

ITEM 15

Perform labor and equipment to perform caliper log and T.V. Inspection L.S. \$ 2,700

AMOUNT BID FOR TOTAL OR LUMP SUM (L.S.) OF EACH ITEM

TOTAL: \$ 138,590⁰⁰ LUMP SUM: \$ 138,590⁰⁰

TOWN OF RIVERHEAD

Resolution # 345

**EXTENDS BID CONTRACT FOR ANNUAL DIESEL/GENERATOR
MAINTENANCE FOR THE RIVERHEAD WATER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Water District has requested that the contract with Atlantic Detroit Diesel Allison for diesel/generator maintenance for the Riverhead Water District, originally awarded under Resolution #100389 adopted May 18, 2010, be extended for one (1) year through June 18, 2013, which constitutes the second extension under the provisions of the current contact; and

WHEREAS, the above-named vendor has agreed to extend the contract through June 18, 2018, at the original bid amount; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT

RESOLVED, that the bid contract awarded to Atlantic Detroit Diesel Allison for diesel/generator annual maintenance for the Riverhead Water District be and is hereby extended through June 18, 2013; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Atlantic Detroit Diesel Allison, 3025 Veterans Memorial Highway, Ronkonkoma, New York, 11779; and be it further

RESOLVED, that all Town Hall departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Town Clerk's Office.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



RWD Riverhead Water District

Gary J. Pendzick, Superintendent
1035 Pulaski Street, Riverhead, New York 11901
Phone: 631-727-3205 FAX: 631-369-4608

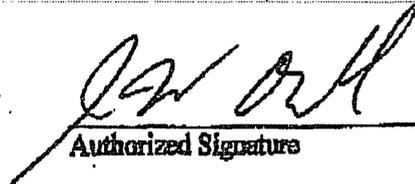
Bid Extension Notice

To: Guy Davi
From: Riverhead Water District
Date: April 19, 2012
Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for Annual Diesel/Generator Maintenance will expire on June 18, 2012.

The Town of Riverhead would like to extend this contract for a period of one (1) year until June 18, 2013. This will be the second and final extension pursuant to the terms of the original contract.

If this extension meets with your approval, please complete the bottom portion of this letter and return it to us immediately.


Authorized Signature

GUY DAVI
Print Name

ATLANTIC DETROIT DIESEL/ALLISON
Company Name

4/23/12
Date

BID PROPOSAL SHEET

Item #1 - Annual Maintenance Bid (three [3] units total) \$ 1,150.00 L.S. per unit

Item #2 - Annual Maintenance Bid w/Generators (six [6] units) \$ 1,150.00 L.S. per unit

Item #3 - Labor:

- a) During normal business hours \$ 125.00 per hr.
- b) After normal business hours \$ 187.50 per hr.
- c) Weekends \$ 187.50 per hr.
- d) Sundays & Holidays \$ 250.00 per hr.
- *e) Mileage normal business hours \$ 2.50 per mi.
- *f) Mileage after hours & weekends \$ 2.50 per mi.
- *g) Normal response time 4-24 hr/min.
- *h) Emergency response time 2-4 hr/min.

*Please supply point of origin: _____

Item #4 - Parts and Components

(Lump Sum [L.S.] = \$ amount + percentage; ex., \$100 x 20% = \$120.00 L.S.)

- a) Up to \$100 certified cost plus 25 % = \$ 125.00 L.S.
- b) Up to \$500 certified cost plus 25 % = \$ 625.00 L.S.
- c) Up to \$1000 certified cost plus 25 % = \$ 1,250.00 L.S.
- d) Up to \$5000 certified cost plus 25 % = \$ 6,250.00 L.S.
- e) Above \$5000 certified cost plus 25 % = \$ 6,250.00 L.S.

**ATLANTIC POWER SYSTEMS
DIVISION OF
ATLANTIC DETROIT DIESEL ALLISON, LLC**

TOWN OF RIVERHEAD

Resolution # 346

**AWARDS BID FOR CORROSION CONTROL CHEMICAL
FOR USE BY THE RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for Corrosion Control Chemical; and

WHEREAS, two (2) bids were received, opened and read aloud on the 23rd day of April, 2012, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders.

NOW THEREFORE BE IT

RESOLVED, that the bid for Corrosion Control Chemical be and is hereby awarded to Carus Phosphates, Inc., at the cost attached hereto and on file in the Town Clerk's Office; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Carus Phosphates, Inc., 181 Woodlawn Avenue, Belmont, NC, 28012;

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**BID FORM FOR CHEMICALS
CORROSION CONTROL CHEMICAL (PO4)
BID #2012-19-RWD**

PLEASE READ CAREFULLY

1. 0 - 1000 gals. of product:
 - (a) One (1) drop \$ 5.13 Price per gal.
 - (b) Two (2) or more drops
(maximum of four [4] drops) \$ 5.13 Price per gal.

2. 1001 - 2000 gals. of product:
 - (a) One (1) drop \$ 5.13 Price per gal.
 - (b) Two (2) or more drops
(maximum of four [4] drops) \$ 5.13 Price per gal.

3. 0 - 1000 gals. of product point to point:
 - (a) One (1) drop \$ 5.13 Price per gal.
 - (b) Two (2) or more drops
(maximum of four [4] drops) \$ 5.13 Price per gal.

4. 1001 - 2000 gals. of product point to point:
 - (a) One (1) drop \$ 5.13 Price per gal.
 - (b) Two (2) or more drops
(maximum of four [4] drops) \$ 5.13 Price per gal.

**TOWN OF RIVERHEAD
Resolution # 347**

**APPOINTS FUMUSO, KELLY, DEVRNA, SNYDER, SWART & FARRELL LLP
AS SPECIAL COUNSEL IN THE MATTER OF
F1 LONG ISLAND, LLC, ET. AL.V. PHIL CARDINALE, ET. AL.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a law suit has been commenced by F1 Long Island LLC and F1 Long Island Real Estate LLC, as plaintiffs against Phil Cardinale and other named parties of the Town of Riverhead defendants in the United States District Court of the Eastern District for the State of New York under action number 09-CV-3993; and

WHEREAS, the law suit purportedly names Richard Hanley, as a named defendant; and

WHEREAS, Richard Hanley has requested that the law firm of Fumuso, Kelly, Deverna, Snyder, Swart & Farrell, LLP be retained on his behalf in the action entitled F1 Long Island LLC and F1 Long Island Real Estate LLC, as plaintiffs against Phil Cardinale, et. al; and

WHEREAS, the Town Board has determined that the law firm of Fumuso, Kelly, Deverna, Snyder, Swart & Farrell, LLP is qualified to be retained to defend or appear on behalf of Richard Hanley in the action entitled F1 Long Island LLC and F1 Long Island Real Estate LLC v. Phil Cardinale, et. al., action number 09-CV-3993:

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead be and hereby authorizes the retention of the law firm of Fumuso, Kelly, Deverna, Snyder, Swart & Farrell, LLP to appear on behalf of Richard Hanley in the action entitled F1 Long Island LLC and F1 Long Island Real Estate LLC v. Phil Cardinale, et. al., action number 09-CV-3993; and be it further

RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to execute a Retainer Agreement with Fumuso, Kelly, Deverna, Snyder, Swart & Farrell , LLP in a form satisfactory to the Town Attorney and subject to the terms and conditions of this resolution; and be it further

RESOLVED, that Fumuso, Kelly, Deverna, Snyder, Swart & Farrell, LLP be compensated at the rate of \$175.00 per hour, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Fumuso, Kelly, Deverna, Snyder, Swart, & Farrell , LLP, 110 Marcus Boulevard, Suite 500, Hauppauge, New York 11788-4357 ; and be it further

RESOLVED, that the Town Clerk is hereby directed to deliver a copy of this resolution to the Town Board, Town Attorney, Office of Accounting and the Personnel Dept; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 348

AUTHORIZES TOWN SUPERVISOR TO EXECUTE FINAL CHANGE ORDER FOR ENTRANCE TO CALVERTON ENTERPRISE PARK RECREATIONAL FACILITY

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on March 24, 2011, the Riverhead Town Board adopted Resolution No. 215 entitled, "Awards Bid for Entrance to Calverton Enterprise Park Recreational Facility; and

WHEREAS, the bid was awarded to Corazzini Asphalt, Inc. in the amount of Forty Four Thousand Two Hundred Sixty Six & 50/100 (\$44,266.50); and

WHEREAS, the Town Engineer in conjunction with the Town consulting engineer determined a contract change order was necessary upon reconciliation of actual contract item quantities used during construction and due to the New York State Department of Transportation field inspection which required additional excavation within the state right-of-way for a final Change Order increase in the amount of Two Thousand Three Hundred Ninety & 75/100 (\$2,390.75).

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute final Change Order 1 for this project in the amount listed above; and

BE IT FURTHER RESOLVED, that the Engineering Department be and is hereby authorized to secure a change order purchase order in the above amount from the Purchasing Department; and

BE IT FURTHER RESOLVED, that the Town Clerk be and hereby authorized to forward a copy of this resolution to Corazzini Asphalt, Inc., P. O. Box 1281, Cutchogue, NY 11935, the Engineering Department, Community Development, Purchasing Department and the Office of Accounting.

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 349

AUTHORIZES TOWN SUPERVISOR TO EXECUTE FINAL CHANGE ORDER NO. 2 FOR GRANGEBEL PARK IMPROVEMENT PROJECT 2010, #0759.14

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on March 16, 2010, the Riverhead Town Board adopted Resolution No. 200 entitled, "Awards Bid for Grangebel Park Improvement Project 2010": and

WHEREAS, the bid was awarded to Terry Contracting and Materials, Inc. in the amount of One Million Three Hundred Seventy Two Thousand Two Hundred Fifty Five and 00/100 (\$1,372,255.00); and

WHEREAS, the Town Engineer has reconciled actual contract item quantities used during construction based on field measurements for final net increase of One Thousand Twenty One Dollars & 00/100 (\$1,021.08).

NOW, THEREFORE, BE, IT FURTHER RESOLVED, that the Town Supervisor be and is hereby authorized to execute the final change order for this project, Change Order No. 2 in the amount of One Thousand Twenty One Dollars & 00/100 ;and

BE IT FURTHER RESOLVED, that the Engineering Department be and is hereby authorized to secure a change order purchase order in the above amount from the Purchasing Department; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Bob Terry, Terry Contracting and Materials, Inc., 840 West Main Street, Riverhead, NY 11901, the Engineering Department, Community Development, Purchasing Department, and the Office of Accounting.

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 350

AUTHORIZES APPLICATION AND ACCEPTANCE OF REIMBURSEMENT FOR COSTS RELATED TO HAZARDOUS MATERIALS PREPAREDNESS DRILL

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, pursuant to and consistent with the 2008 New York State Office of Homeland Security Hazardous Material Grant Program, the Town of Riverhead, as authorized by Resolution #1014 adopted on November 4, 2009, entered into a Memorandum of Agreement with the Towns of Brookhaven and Southampton, the Brookhaven National Laboratory Fire Rescue, and the Suffolk County Department of Fire, Rescue and Emergency Services to develop, implement and document response and decontamination procedures for hazardous material; and

WHEREAS, a preparedness drill with the Participating Partners and the Suffolk County Department of Fire, Rescue and Emergency Services is scheduled for May 5, 2012 at the Riverhead Sewer Plant; and

WHEREAS, it is anticipated that the costs for the preparedness drill will cost the Town approximately \$8000.00; and

WHEREAS, the 2008 Hazardous Material Grant Program provides reimbursement for all costs incurred for such preparedness drill up to \$8000.00.

NOW THEREFORE BE IT RESOLVED that the Town Board hereby authorizes and directs the Office of the Fire Marshall to make application for reimbursement for all costs related to the hazardous materials preparedness drill schedule for May 5, 2012 at the Riverhead Sewer District up to \$8000.00; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same by be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

05.01.12
120351

ADOPTED

TOWN OF RIVERHEAD

Resolution # 351

PAYS BILLS

Councilman Dunleavy offered the following resolution,
which was seconded by Councilman Wooten

ABSTRACT #12-15 April 19, 2012 (TBM 5/01/12)				
FUND NAME			4/19/2012	GRAND TOTALS
GENERAL FUND	1		1,367,706.93	1,367,706.93
POLICE ATHLETIC LEAGUE	4		150.00	150.00
RECREATION PROGRAM FUND	6		5,852.00	5,852.00
CHILD CARE CENTER BUILDING FUN	9		51.35	51.35
ECONOMIC DEVELOPMENT ZONE FUND	30		52.11	52.11
MULTI YEAR OPERATING GRANT FUN	99		120.00	120.00
HIGHWAY FUND	111		139,247.59	139,247.59
WATER DISTRICT	112		137,726.54	137,726.54
RIVERHEAD SEWER DISTRICT	114		75,920.01	75,920.01
REFUSE & GARBAGE COLLECTION DI	115		227,310.30	227,310.30
STREET LIGHTING DISTRICT	116		14,245.44	14,245.44
PUBLIC PARKING DISTRICT	117		470.77	470.77
AMBULANCE DISTRICT	120		614.17	614.17
EAST CREEK DOCKING FACILITY FU	122		2,668.42	2,668.42
CALVERTON SEWER DISTRICT	124		3,010.98	3,010.98
RIVERHEAD SCAVANGER WASTE DIST	128		24,058.09	24,058.09
RISK RETENTION FUND	175		2,776.94	2,776.94
UNEMPLOYMENT INSURANCE RESERVE	176		6,914.62	6,914.62
TOWN HALL CAPITAL PROJECTS	406		13,869.46	13,869.46
RIVERHEAD SEWER CAPITAL PROJEC	414		40,079.56	40,079.56
TRUST & AGENCY	735		1,514,345.84	1,514,345.84
CALVERTON PARK - C.D.A.	914		1,208.60	1,208.60
TOTAL ALL FUNDS			3,578,399.72	3,578,399.72

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 351

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #12-16 April 26, 2012 (TBM 5/01/12)				
FUND NAME			4/26/2012	GRAND TOTALS
GENERAL FUND	1		84,713.62	84,713.62
POLICE ATHLETIC LEAGUE	4		235.30	235.30
RECREATION PROGRAM FUND	6		492.00	492.00
ECONOMIC DEVELOPMENT ZONE FUND	30		44,000.00	44,000.00
MULTI YEAR OPERATING GRANT FUN	99		715.87	715.87
HIGHWAY FUND	111		4,748.78	4,748.78
WATER DISTRICT	112		6,739.57	6,739.57
RIVERHEAD SEWER DISTRICT	114		8,575.21	8,575.21
REFUSE & GARBAGE COLLECTION DI	115		32.48	32.48
STREET LIGHTING DISTRICT	116		97.44	97.44
BUSINESS IMPROVEMENT DISTRICT	118		52.31	52.31
CALVERTON SEWER DISTRICT	124		943.33	943.33
RIVERHEAD SCAVANGER WASTE DIST	128		18,526.12	18,526.12
RISK RETENTION FUND	175		1,055.85	1,055.85
MAIN STREET REHAB PROGRAM	177		114.50	114.50
CDBG CONSORTIUM ACCOUNT	181		801.13	801.13
TRUST & AGENCY	735		699,424.12	699,424.12
TOTAL ALL FUNDS			871,267.63	871,267.63

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted