

**RESOLUTION LIST
FEBRUARY 20, 2013**

- Res. #133 21st Century Oncology Water Service Capital Project Budget Adoption**
- Res. #134 Acceptance of Resignation of Call-In Inventory Clerk (Victoria Sclafani)**
- Res. #135 Grants Excavation Permit as Provided by Chapter 62 of the Riverhead Town Code to Southold Medical Arts Inc. A/K/A East End Eye Associates**
- Res. #136 Ratifies Town Board Nomination of Suffolk Theater for Preservation League of New York State for 2013 Excellence Award**
- Res. #137 Authorizes Town Clerk to Publish and Post Resolution for Request for Proposal for Youngs Avenue Landfill Post Closure Inspections, Testing and Reporting Activities**
- Res. #138 Authorizes Highway Superintendent to Attend 2013 National Truck Equipment Association Work Truck Show**
- Res. #139 Assigns the Superintendent of Recreation I to Provisional Parks and Recreation Administrator**
- Res. #140 Approves Request for a Leave of Absence (Ezra Fife)**
- Res. #141 Extends Site Plan Approval of Zenith Group, LLC (Ray Castronovo)**
- Res. #142 Awards Bid for Sporting Goods 2012-2013**
- Res. #143 Authorization to Publish Advertisement for Fertilizer & Lawn Chemicals**
- Res. #144 Authorization to Publish Advertisement for Propane Fuel**
- Res. #145 Appoints a Call-In Recreation Leader to the Recreation Department (Kristina Amato)**
- Res. #146 Authorizes the Supervisor to Execute a Stipulation of Agreement with the Riverhead Town Superior Officers Association, Inc.**
- Res. #147 Establishes Travel and Conference Policy**

- Res. #148 2013 Washington Avenue Culvert Budget Adoption**
- Res. #149 Accepts 100% Site Plan Security of Hampton Jitney Inc. (Geoffrey Lynch)**
- Res. #150 Approves Chapter 90 Application of the American Cancer Society (“Bark for Life” – Dog Walk to Fight Cancer – April 28, 2013)**
- Res. #151 Approves Chapter 90 Application of the American Heart Association (“Healing Heart 5K Run/Walk” at Martha Clara Vineyard – May 19, 2013)**
- Res. #152 Appointing the Firm of Smith, Finkelstein, Lundberg, Isler&Yakaboski, LLP**
- Res. #153 Authorizes the Supervisor to Execute Polling Place Agreements with Suffolk County Board of Elections**
- Res. #154 Authorizes the Supervisor to Execute a License Agreement with East End Oysters to Allow the Installation of Floating Upweller Systems (FLUPSY) in East Creek**
- Res. #155 Authorizes Supervisor to Execute Amended Agreement with Riverhead Youth Sports, Inc. for Referee/Umpire Services for Town of Riverhead Police Athletic League Girls and Boys Lacrosse and Football Program for 2013 Calendar Year**
- Res. #156 Authorizes the Supervisor to Execute a Rider Agreement for Consultant/Professional Services with Nextiraone, LLC D/B/A Black Box Network Services**
- Res. #157 Approves the Chapter 90 Application of All for the East End (AFTEE) (Festival at Martha Clara Vineyards – August 19, 2013)**
- Res. #158 Grants Excavation/Grading Permit as Provided by Chapter 62 of the Riverhead Town Code to Hampton Jitney Inc.**
- Res. #159 Approves Chapter 90 Application of Peconic Bay Medical Center (18th Annual East End Garden Festival – May 9th through 12th, 2013)**
- Res. #160 Releases Irrevocable Letter of Credit and Accepts Cashier’s Check in Connection with Improvements to be Completed within the Subdivision Entitled “Country Trails” (Portview Homes, Inc.)**

- Res. #161 Approves Chapter 90 Application of East End Tourism Alliance/Riverhead Foundation for Marine Research and Preservation (“Paddle Battle” Water Race – July 20, 2013)**
- Res. #162 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 Residential Repair Program for the Elderly**
- Res. #163 Authorizes Attendance at the 2013 New York State Town Clerk’s Association Annual State Conference**
- Res. #164 Adopts a Local Law Amending Chapter 58 Entitled “Dogs” of the Riverhead Town Code**
- Res. #165 Appoints a Call-In Recreation Aide II to the Recreation Department (Christian Van Deurs)**
- Res. #166 Amends Agreement with Atlantis Holding, LLC (Restore III Grant)**
- Res. #167 Awards Bid for Diesel Fuel 2013**
- Res. #168 Appoints Water Meter Reader (Victoria Cain)**
- Res. #169 Pays Bills**

02.20.13
130133

ADOPTED

TOWN OF RIVERHEAD

Resolution # 133

21st CENTURY ONCOLOGY
WATER SERVICE CAPITAL PROJECT

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, \$37,864.24 has been received from Theriac Enterprises of Riverhead, LLC for the installation of a new 8" water service connection at 21st Century Oncology in Riverhead; and

WHEREAS, Resolution #120 adopted 2/5/13 renewed a bid award with Bancker Construction allowing the Water District Superintendent to secure purchase orders for the installation of service lines.

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

		<u>FROM</u>	<u>TO</u>
412.092705.421050.30108	Developer Fees	37,864.24	
412.083200.523002.30108	Water Main/Service		37,864.24

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

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

02.20.13
130134

ADOPTED

TOWN OF RIVERHEAD

Resolution # 134

ACCEPTANCE OF RESIGNATION OF CALL-IN INVENTORY CLERK

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town has received a letter dated February 4, 2013 from Victoria Sclafani, a call-in inventory clerk in the accounting department, indicating her intent to resign.

NOW THEREFORE BE IT RESOLVED, that this Town Board hereby accepts the resignation of Victoria Sclafani effective February 13, 2013.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Victoria Sclafani, 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 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

February 4, 2013

Mr. William Rothaar
Financial Administrator
Town of Riverhead
1295 Pulaski Street
Riverhead, NY 11901

Dear Mr. Rothaar:

I would like to inform you that I am resigning from my position as Inventory Person, effective today, February 4th, 2013.

I appreciate the opportunities for professional and personal development that you have provided me. It has been a pleasure working with you and I thank you for the support given to me during my tenure with your department.

If I can be of any help during this transition, please let me know.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Victoria Sclafani".

Victoria Sclafani

02.20.13
130135

ADOPTED

TOWN OF RIVERHEAD

Resolution # 135

**GRANTS EXCAVATION PERMIT AS PROVIDED BY CHAPTER 62 OF THE
RIVERHEAD TOWN CODE TO SOUTHOLD MEDICAL ARTS INC. A/K/A EAST END
EYE ASSOCIATES**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Southold Medical Arts Inc. (hereafter referred to as East End Eye Associates) is the owner of the subject property located at 937 East Main Street, Riverhead, New York, further described as Suffolk County Tax Map Number #600-131.-1-3; and

WHEREAS, East End Eye Associates has petitioned the Town Board for an excavation permit pursuant to Chapter 62 entitled "Excavations", of the Riverhead Town Code for the importation of 200 cubic yards of soil in connection with the construction of a 7,200 sq. ft. professional office building as depicted on a survey dated July 10, 2012, prepared by CBD Group, Architecture, Engineering and Planning, P.C.; and

WHEREAS, the Town Board has reviewed and considered the application for the aforementioned excavation permit; and

WHEREAS, the applicant's engineers, Stephen S. Fontana and Salvatore Capitano, P.E., submitted a map, dated July 10, 2012, indicating a total of 200 cubic yards to be imported and such importation of material will be supported by a manifest from the owner and approved by the Town of Riverhead Engineering and Building Departments.

NOW THEREFORE BE IT RESOLVED, that based upon the foregoing, the Town Board hereby grants the permit requested by the applicant, such permit authorizing the importation of not more than 200 cubic yards of soil in accordance with the application and calculations of CBD Group, Architecture, Engineering and Planning, P.C., pursuant to map dated July 10, 2012, submitted with the application for excavation; and be it further

RESOLVED, the Building Department is hereby authorized to accept and collect all importation permit fees in the amount of \$400.00 dollars representing \$2.00 per cubic yard for the importation of said soils; and be it further

RESOLVED, that the importation permit is condition upon specific hours of operation, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday only; and be it further

RESOLVED, the applicant grants permission to the Town of Riverhead to randomly oversee the importation of said soils and to enter the site to perform soil boring tests, if necessary, during the construction of said project; and be it further

RESOLVED, that upon conclusion of the importation operations, the applicant's engineer will provide certification to the Building Department confirming the total of 200 cubic yards was imported onto the property; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to CBD Group Architecture, Engineering and Planning, P.C., 29 Central Avenue, 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 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 # 136

**RATIFIES TOWN BOARD NOMINATION OF SUFFOLK THEATER FOR
PRESERVATION LEAGUE OF NEW YORK STATE FOR
2013 EXCELLENCE AWARD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Preservation League of New York State is dedicated to the protection of New York's diverse and rich heritage of historic buildings, districts, and landscapes; and

WHEREAS, the Preservation League of New York State actively encourages historic preservation by public and private organizations, agencies, and individuals in local communities throughout New York State and provides a united voice for historic preservation; and

WHEREAS, the Preservation League of New York State is currently accepting applications for its 2013 Excellence Awards that recognize outstanding preservation, restoration and rehabilitation projects; and

WHEREAS, the efforts of Bob and Diane Castaldi in restoring and preserving the Suffolk Theater exemplify the goals and criteria of the Preservation League of New York State's 2013 Excellence Awards; and

WHEREAS, the restored Suffolk Theater has the potential to become a significant economic development engine for the Main Street business district while honoring and preserving Riverhead's history; and

WHEREAS, the Suffolk Theater is a contributing structure to the downtown Riverhead National and State Registered Historic Districts (2012); and

WHEREAS, the Suffolk Theater is a recognized local historic landmark and is located in the Downtown Riverhead Historic District that was established by the Town Board in 2006; and

WHEREAS, the Town of Riverhead Landmarks Preservation Committee has recommended the Town Board nominate the Suffolk Theatre for the 2013 Excellence Awards.

THEREFORE, BE IT FURTHER RESOLVED, that the Riverhead Town Board ratifies the Supervisor's preparation and signing of a letter nominating the Suffolk Theater for the 2013 Excellence Awards.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a copy of this resolution to the Community Development Department Director Chris Kempner.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

02.20.13
130137

ADOPTED

TOWN OF RIVERHEAD

Resolution # 137

AUTHORIZES TOWN CLERK TO PUBLISH AND POST RESOLUTION FOR REQUEST FOR PROPOSAL FOR YOUNGS AVENUE LANDFILL POST CLOSURE INSPECTIONS, TESTING AND REPORTING ACTIVITIES

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, in order to comply with the approved Youngs Avenue Landfill New York State Department of Environmental Conservation Landfill post closure plan for required inspections, testing and reporting activities and to re-affirm the Town of Riverhead commitment to comply with all requirements and scheduled activities as outlined in the NYS DEC approved post closure maintenance and monitoring plan (PCMMP), it is necessary to solicit requests for proposals for professional engineering services.

NOW, THEREFORE, BE IT RESOLVED, a Request for Proposal will be available in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York on Monday through Friday beginning on February 22, 2013 for the inspection, testing and monitoring for the Youngs Avenue Landfill and will be available on the Town of Riverhead website: www.riverheadny.gov;and

BE IT FURTHER RESOLVED, that all RFP's will be due in the Office of the Town Clerk on March 15, 2013 by 4:00 pm at 200 Howell Avenue, Riverhead, New York.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Ken Testa, P.E., Purchasing Department, IT 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 # 138

**AUTHORIZES HIGHWAY SUPERINTENDENT TO ATTEND
2013 NATIONAL TRUCK EQUIPMENT ASSOCIATION WORK TRUCK SHOW**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the 2013 NTEA Work Truck Show is being held on March 6-March 8, 2013 in Indianapolis, Indiana and;

WHEREAS, the NTEA Work Truck Show offers classes and seminars, including but not limited to, Fleet Management Symposium, Minimizing Litigation Risk, Navigating the Impacts of Government Regulations on the Work Truck ; and

WHEREAS, the Highway Superintendent's attendance and participation at the NTEA Work Truck Show will aid him in the performance of duties and in the administration of the Highway Department; and

WHEREAS, the cost of the NTEA Work Truck Show shall not to exceed \$1,500.00 including registration, travel, lodging and meals and all such costs shall be fully receipted upon his return and all pertinent receipts and documents will be submitted to the Office of Accounting for reimbursement in accordance with the Town's Travel and Conference Policy; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead be and does authorize the Highway Superintendent to attend the 2013NTEA Work Truck Show and that cost not exceed \$1,500.00 including registration, travel, lodging and meals, 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 # 139

**ASSIGNS THE SUPERINTENDENT OF RECREATION I TO PROVISIONAL PARKS
AND RECREATION ADMINISTRATOR**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Raymond Coyne has been serving in the capacity of Superintendent of Recreation I; and

WHEREAS, the increased growth in population of the Town of Riverhead coupled with the attrition of positions within the Recreation Department has necessitated the need for a job title that aptly reflects the wider range of tasks and responsibilities the incumbent Superintendent of Recreation I is currently performing and will continue to perform; and

WHEREAS, as there is no Certified List of Eligibles for the title of Parks and Recreation Administrator, the Department of Civil Service has given the Town of Riverhead permission to make a provisional appointment to the title of Parks and Recreation Administrator, and Raymond Coyne has demonstrated that he qualifies to be furthered to this title on a provisional basis.

NOW, THEREFORE, BE IT RESOLVED in recognition of the aforementioned increased scope of job duties undertaken by Raymond Coyne, this Town Board hereby sets the salary of Superintendent of Recreation I Raymond Coyne to \$102,049.92 per annum effective January 1, 2013; and

BE IT FURTHER RESOLVED, that effective February 18, 2013 this Town Board hereby assigns Raymond Coyne to the title of Parks and Recreation Administrator on a provisional basis until such a time that Mr. Coyne becomes reachable on a Certified List of Eligibles for the title of Parks and Recreation Administrator.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Raymond Coyne, 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 TABLED

TABLED

13-0303

<p>CS-500</p> <p>Civil Service Law, Section 22: Certification for new positions. Before any new positions in the service of the city or other civil division shall be created, the proposal therefore, including a statement of the duties of the positions, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed positions. Any such new position shall be created only with the title approved and certified by the commission. Effective April 13, 1957.</p>	<p style="text-align: center;">SUFFOLK COUNTY DEPARTMENT OF CIVIL SERVICE</p> <p style="text-align: center;">NEW POSITION DUTIES STATEMENT</p> <p>Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this Department.</p>
<p>1. DEPARTMENT</p> <p style="text-align: center;">Recreation</p>	<p>MUNICIPALITY</p> <p style="text-align: center;">TOWN OF RIVERHEAD</p>

<p>PER CENT OF WORK TIME</p>	<p>2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. Parks and Recreation Administrator</p> <hr/> <p>Serves as administrative head of a recreation department in a town or village;</p> <p>Supervises the operation and maintenance of town recreational areas and facilities;</p> <p>Supervises the operation and maintenance of town parks, beaches, and marinas;</p> <p>Supervises, plans and implements a program of recreational activities;</p> <p>Coordinates, unites and fosters communication among all town officials, private sector recreation providers, and staff involved in developing recreation programs;</p> <p>Coordinates, unites and fosters communication among all town officials, private sector recreation providers, and staff involved in developing and/or utilizing town parks, beaches and marinas;</p> <p>Conducts periodic staff meetings to discuss and evaluate the effectiveness of policies, procedures, regulations, and staffing of recreational programs;</p> <p>Conducts periodic staff meetings to discuss and evaluate the effectiveness of policies, procedures, regulations, and staffing of park, beach, marinas;</p> <p>Supervises the training and evaluation of professional, non-professional and clerical personnel;</p> <p>Confers with town engineering, planning, such other town departments, and professional consultants in the design, planning, construction of improvements to parks and recreational facilities, beaches, and marinas;</p> <p>Confers with town engineering, purchasing, and accounting departments and drafts bid specifications for equipment and materials used in park improvement, construction, and maintenance;</p> <p>Prepares draft bid specifications for concessions, license, or use of parks and recreational facilities, beaches, and marinas;</p> <p>Coordinates, unites and fosters communication among all town officials, private sector recreation</p>
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PLEASE KEEP THIS COPY FOR YOUR RECORDS

13-0303

Coordinates, unites and fosters communication among all town officials, private sector recreation providers, and staff involved in developing policy, procedures, regulations for use of parks and recreational facilities, beaches, and marinas;

Plans, supervises and implements the overall programs of recreation, parks, sports and sporting events, and cultural resources;

Administers the preparation, presentation and maintenance of the department's annual budget and fiscal policies;

Recommends departmental updating procedures, policies, regulations or ordinances to provide a more effective operation;

Coordinates, plans, and develops recreational and cultural projects and programs for and on behalf of the town residents in cooperation with other municipalities, community associations, local organizations and private citizens;

Coordinates with agencies responsible for transportation planning to enhance access to recreation facilities;

Develops and coordinates data gathering procedures and departmental studies, analyzing the results for potential policy, regulation and ordinance revision or development;

May direct the work of a seasonal staff assigned to parks and recreational facilities, beaches, and marinas;

Furnishes the public with information concerning regulations and procedures for parks and recreational facilities, beaches, and marinas;

Organizes and directs a variety of recreational activities in a recreation program which includes pre-school, youth, and adult programs;

Submits periodic reports on the progress and effectiveness of established programs;

Coordinates and supervises programs and activities administered by recreation personnel;

Coordinates public relations presentations and special events activities relative to individual programs;

May train staff in specialized activities;

Prepares written reports on departmental activities and services.

Performs any other related duties as assigned by the Town Supervisor and/or his designee.

13-0303

3. Names and Titles of Persons supervising this position (General, Direct, Administrative, etc.)

NAME	TITLE	TYPE OF SUPERVISION
Sean Walter	Town Supervisor	Administrative

4. Names and Titles of Persons Supervised by Employees in this position:

NAME	TITLE	TYPE OF SUPERVISION
Kelly Tocci	Ass't Superintendent of Recreation	
James Janecek	Recreation Program Coordinator	

5. Names and Titles of Persons doing substantially the same kind and level of work as will be done by the incumbent of this new position

NAME	TITLE	LOCATION OF POSITION
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6. What minimum qualifications do you think should be required for this position?

Education: High School 4 years
 College 4 years, with (see experience) or
 Other 4 years, with Master's in Recreation or Parks Administration with (see experience)

Experience :(List amount and type): Either:

- a) Graduation from a New York State or Regionally accredited college or university with a Master's Degree in Recreation or Parks Administration and four (4) years of supervisory experience in the conduct of a recreational program; two (2) years of which must have been in an administrative capacity; or,
- b) Graduation from a New York State or Regionally accredited college or university with a Bachelor's Degree which includes, or is supplemented by, at least fifteen (15) credit hours in professional recreation courses (such courses to include recreational principles and programs, philosophy of recreation and recreation administration) and five (5) years of supervisory experience in the conduct of a recreation program; two (2) years of which must have been in an administrative capacity; or,
- c) Graduation from a New York State or Regionally accredited college or university with a Bachelor's and six (6) years of experience as described in b); or,
- d) An equivalent combination of training and experience as defined by the limits of a), b), and c).

Essential knowledge, skills, and abilities: Thorough knowledge of the principles and practices of recreational programs; thorough knowledge of effective administrative and supervisory techniques; thorough knowledge of planning and equipping recreational facilities; ability to deal effectively with people from all age groups, ability to plan, coordinate and supervise the work of subordinates in a manner conducive to full performance and high morale, tact; courtesy; good judgment; physical condition commensurate with the demands of the position; ability to develop public/private partnerships, familiarity with ecotourism and agritourism development, thorough knowledge with land development issues, regulations and procedures, good aesthetic judgment.

Type of license or certificate required: _____

7. The above statements are accurate and complete.

Date: 2/5/2013 Title: Personnel Officer

Signature: [Handwritten Signature]

13-0303

CERTIFICATE OF CIVIL SERVICE DEPARTMENT

8. In accordance with the provisions of Civil Service Law, Section 22 the SUFFOLK COUNTY CIVIL SERVICE DEPARTMENT certifies that the appropriate title for the position described is:

Parks And Recreation Administrator

~~Competitive~~
SPEC NO. 4026

NO. OF POSITIONS: (one)

DATE: Feb. 6, 2013

SIGNATURE:



SP

ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY

9. Creation of described position

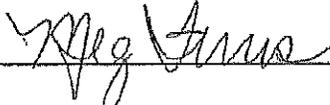
Approved

Disapproved

Resolution No: _____

Grade or Salary _____

DATE: 2/5/2013

SIGNATURE: 

RETURN ONE COMPLETED COPY TO SUFFOLK COUNTY DEPARTMENT OF CIVIL SERVICE

02.20.13
130140

ADOPTED

TOWN OF RIVERHEAD

Resolution # 140

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, Ezra Fife, has requested a six month non-paid leave of absence from the Town Board;

NOW, THEREFORE, BE IT RESOLVED, that Ezra Fife’s request for a non-paid leave of absence for the three month period commencing February 25, 2013 is hereby approved subject to the following condition:

- (1) To facilitate the proper functioning of the Town offices, the employee shall submit written notice to the Town Supervisor of his 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 Ezra Fife, the Town Board of the Town of Riverhead, 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 <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

02.20.13
130141

ADOPTED

TOWN OF RIVERHEAD

Resolution # 141

EXTENDS SITE PLAN APPROVAL OF ZENITH GROUP, LLC
(RAY CASTRONOVO)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Resolution # 281 dated April 6, 2010, the Riverhead Town Board did approve the site plan petition submitted by Ray Castronovo to allow for the construction of a four (4) story mixed use building with related site improvements, upon real property located at 12 McDermott Street in Riverhead, New York; and more particularly described as SCTM # 0600-129-4-5.2; and

WHEREAS, the Riverhead Town Clerk is in receipt of correspondence from Raymond Castronovo of the Zenith Group, LLC, requesting that the Town Board extend the aforementioned site plan approval for a period of twelve (12) months pursuant to Section 108-129(F) of the Riverhead Zoning Ordinance; and

WHEREAS, the Town Board has carefully considered the merits of the request for an extension of the subject site plan approval; and

NOW THEREFORE BE IT RESOLVED, that in the application of the Zenith Group, LLC to extend their site plan approval, the Town Board of the Town of Riverhead hereby declares itself to be the Lead Agency pursuant to 6 NYCRR Part 617, and further determines the action to be Type II pursuant to 6 NYCRR Part 617; and

BE IT FURTHER RESOLVED, that that since no material changes in either zoning regulations or site plan depiction have been made, the Town Board hereby approves the request for an extension of the site plan approval of the Zenith Group, LLC for a twelve (12) month period ending April 6, 2014. ***No further extensions will be granted;*** and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Ray Castronovo of the Zenith Group, LLC, the Planning Department, Building Department, and Office of the Town Attorney, and a copy be scanned on to the Town Hall Share Drive for future reference.

THE VOTE

Giglio - ABSTAIN Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

02.20.13
130142

ADOPTED

TOWN OF RIVERHEAD

Resolution # 142

AWARDS BID FOR SPORTING GOODS 2012-2013

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for SPORTING GOODS 2012-2013; and

WHEREAS, 4 bids were received and opened at 11:00 am on NOVEMBER 28, 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 SPORTING GOODS be and hereby is, awarded per the attached bid summary; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Absolute Fencing Gear, 28 E. Chimney Rock Rd., Bridgewater, NJ 08807; Calree Designs, 31 McDermott Ave., Riverhead, NY 11901; Port Jefferson Sports, 1395 Rte 112, Port Jefferson Station, NY 11776; BSN Sports, PO Box 49, Jenkintown, Pa 19046 and Riddell/All American, 669 Sugar Lane, Elyria, OH 44035.

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

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
1	Baseball/Softball	165' Measuring Tape		MSTAP165		9.14			n/b
2	Baseball/Softball	18" Tie wraps		BBPCTIES		29.81			n/b
3	Baseball/Softball	200' Home Run Fence youth softball		BS314GP		924.64	n/b		n/b
4	Baseball/Softball	4-wheel hvy duty 50lb dry line marker	Alumagoal	BBHDDM50		231.14			n/b
5	Baseball/Softball	7' Pop up Catch Net	EASTON	1194876		139.19			n/b
6	Baseball/Softball	Adjustable Baseball Basket		BSBBASK		62.92			n/b
7	Baseball/Softball	All Purpose Backstop System 1.75" mesh		1071435		1,226.76	n/b		n/b
8	Baseball/Softball	Aluminium maintenance rake 24"				39.89			n/b
9	Baseball/Softball	Aluminium maintenance rake 36"				44.22			n/b
10	Baseball/Softball	Aluminium maintenance rake 48"				55.48			n/b
11	Baseball/Softball	Athletic Field Stripper		0795XXXX		66.98			n/b
12	Baseball/Softball	Base Plugs 3 pk.		BBBLPLUGPK		20.88			n/b
13	Baseball/Softball	Big League base plugs	MACGREGOR			20.88			n/b
14	Baseball/Softball	Bucket of optical yellow 11" softballs	MACGREGOR			62.58	n/b		n/b
15	Baseball/Softball	Bucket of Practice softballs 11" Yellow		5SBBUC11Y		62.58	n/b		n/b
16	Baseball/Softball	Bushnell Velocity Speed Gun	BUSHNELL	1087932		117.05			n/b
17	Baseball/Softball	Cleat and Spike Cleaner-Orange		1186796		23.88			n/b
18	Baseball/Softball	CS 19" Yellow Zip Ties		1274035		29.74	n/b		n/b
19	Baseball/Softball	Dist ban 27"x36"		1079654		74.94	n/b		n/b
20	Baseball/Softball	Double 1st base	MacGregor			77.19			n/b
21	Baseball/Softball	Doubleplay monster broom		BS-200182384		187.92	n/b		n/b
22	Baseball/Softball	Easton Thunder stick-youth	EASTON	1264012		42.72	n/b		n/b
23	Baseball/Softball	Easton Training Stick	EASTON			31.64	n/b		n/b
24	Baseball/Softball	End spiked pitching rubber official	MACGREGOR			14.44			n/b
25	Baseball/Softball	End spiked pitching rubber youth	MACGREGOR			10.96			n/b
26	Baseball/Softball	Fence Crown Bright Yellow 250'		BBPC250X		194.64			n/b
27	Baseball/Softball	Fence Crown Tie Wraps		BBPCTIES		29.81			n/b
28	Baseball/Softball	Foldable batters box template 3'x 6'				162.98			n/b
29	Baseball/Softball	Foldable batters box template 3'x7'				163.76			n/b
30	Baseball/Softball	Jugs lite flight pitch machine	JUGS	1159196		490.13			n/b
31	Baseball/Softball	Jugs Lite flite Practice softball	JUGS	1159257		28.78			n/b
32	Baseball/Softball	Jugs sm ball pitch machine	JUGS	JGSBLM		295.76			n/b

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#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
33	Baseball/Softball	Line mate string winder		BS-1297607		117.46			n/b
	Baseball/Softball	Loop Hoe Edger		1184716		24.12			n/b
35	Baseball/Softball	Louisville slugger 7' practice net	LOUISVILLE S	560207		106.64			n/b
36	Baseball/Softball	Mac Anchor Clean out tool	MACGREGOR	BBDIGOUT		3.83			n/b
37	Baseball/Softball	Mac Batting Tee	MACGREGOR	BBBATTEE9		16.39			n/b
38	Baseball/Softball	Mac Bucket filled w/3 dz. Baseballs	MACGREGOR	1236033		94.91	n/b		n/b
39	Baseball/Softball	Mac Practice baseball	MACGREGOR	MCB79PXX		25.05	n/b		n/b
40	Baseball/Softball	Mac Safe/Soft Baseball Level 5	MACGREGOR	MCB5SV05		33.94	n/b		n/b
41	Baseball/Softball	Mac Step down Pitch Rubber	MACGREGOR	BBPRPROX		42.05			n/b
42	Baseball/Softball	Mac Wood Filled inground Home Plate	MACGREGOR	BBHPSAFE		69.05			n/b
43	Baseball/Softball	Macgregor 11" Yellow s/s Softball	MACGREGOR	MCSB11SS		39.06	n/b		n/b
44	Baseball/Softball	Measuring Tape 200'		MSTAP200		11.66			n/b
45	Baseball/Softball	Outfield Distance Marker		1079654		74.94	n/b		n/b
46	Baseball/Softball	PVC Sleeve Driver		MKA106		2.53	n/b		n/b
47	Baseball/Softball	Sifting Scoop		K72977		94.17	n/b		n/b
48	Baseball/Softball	Small ball 4 dz. Bucket	JUGS	JGSBL4DZ		38.73			n/b
49	Baseball/Softball	Smart Pole Ground Sockets		MK16GS12CP		69.97	n/b		n/b
50	Baseball/Softball	Soft touch ground mounts black plugs Set of 3	Softouch			63.30			n/b
51	Baseball/Softball	Soft touch ground mounts Set of 3	Softouch			13.96			n/b
52	Baseball/Softball	Soft touch Progressive Release Bases	Softouch	BBBASBRE		117.57			n/b
53	Baseball/Softball	Softstitch Incrediballs				2.86	n/b		n/b
54	Baseball/Softball	Steel Bat Racks		1159622		29.98			n/b
55	Baseball/Softball	Stepdown pitching rubber adult	MACGREGOR			42.05			n/b
56	Baseball/Softball	Stepdown pitching rubber youth	MACGREGOR			29.92			n/b
57	Baseball/Softball	Thrown down bases	MacGregor			7.25			n/b
58	Baseball/Softball	Whiffle brand bat 32"		3193XXXX		2.34	n/b		n/b
59	Baseball/Softball	White Field paint 3 case	Mark 1	0792PACK		113.42	n/b		n/b
60	Baseball/Softball	White perf Baseball		1033601		2.61	n/b		n/b
61	Baseball/Softball	White Perf Softball		1033618		4.00	n/b		n/b
62	Baseball/Softball	Yellow Socket Caps		MKA103Y		5.98	n/b		n/b
63	Baseball/Softball	Youth vented batting helmet w/attached chin strap	MACGREGOR			20.23			n/b
64	Baseball/Softball	Orange Field paint	Mark 1	0792PACK		113.42	n/b		

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65	Baseball/Softball	Reeled string winder -Caddy model				7.82	n/b		n/b
	Baseball/Softball	Bucket w/3 dz practice baseballs	MACGREGOR			94.91			n/b
67	Baseball/Softball	Z-Ball Reaction Trainer				5.69	n/b		n/b
68	Baseball/Softball	ATEC Catch Net	ATEC			138.26	n/b		n/b
69	Baseball/Softball	Softhands Infield Trainer				14.32	n/b		n/b
70	Baseball/Softball	Weighted Leather Training Baseball Set				na	n/b		n/b
71	Baseball/Softball	Weighted Leather Training Softball Set					n/b		n/b
72	Baseball/Softball	Hot Hands Extreme "Break-Away"					n/b		n/b
73	Baseball/Softball	Batting Practice Ball cart				142.96	n/b		n/b
74	Baseball/Softball	ball bucket w/padded lid				10.98			n/b
75	Baseball/Softball	Slide Rite	Schutt			280.35			n/b
76	Baseball/Softball	Glover's Binder	Glover's Scorebooks			18.84	n/b		n/b
77	Baseball/Softball	Glover's 50 Game Score Sheets With No	Glover's Scorebooks			14.63			n/b
78	Baseball/Softball	Glover's Scorebook Bag	Glover's Scorebooks			28.72	n/b		n/b
79	Baseball/Softball	Glover's Line Up Cards	Glover's Scorebooks			8.53	n/b		n/b
80	Baseball/Softball	Wilson Baseball/Softball Scorebook	Wilson			2.98	n/b		n/b
81	Basketball	6 in 1 adjustable youth basketball goal	Bison			512.10	n/b		n/b
82	Basketball	Basketball coaches board	KBA			6.38	n/b		n/b
83	Basketball	Basketball-Men's Heavy	MACGREGOR	MCXHVMEN		14.61			n/b
84	Basketball	Basketballs-Synthetic Men's	MACGREGOR	MCX6000X		11.79			n/b
85	Basketball	Basketballs-Synthetic Women's	MACGREGOR	MCX6285X		11.70			n/b
86	Basketball	Braided Basketball Net		SNBBNPBRY		1.12	n/b		n/b
87	Basketball	KBA Bigball Basketball	KBA				n/b		n/b
88	Basketball	Mac Wide CH Rubber Basketball	MACGREGOR	MCX35WID		4.68			n/b
89	Basketball	Mac Womens Heavy Basketball	MACGREGOR	MCXHVVWOM		12.85			n/b
90	Basketball	Ultimate Playground Goal	MACGREGOR	1038859		65.22	n/b		n/b
91	Basketball	Voit Int. sz Rubber Basketball	VOIT	VCB8HXXX		4.73			n/b
92	Basketball	Voit Rookie sz Rubber Basketball	VOIT	VCB5HXXX		4.07			n/b
93	Cheerleading	PYRAMID SHELL WOMENS S-XL *****	ALLESON	YL1178722 / C102P		18.18	n/b		
94	Cheerleading	PYRAMID SHELL WOMENS 2XL *****	ALLESON	YL1178760 / C102P			n/b		\$36.77
95	Cheerleading	PYRAMID SHELL GIRLS XS-L *****	ALLESON	YL1178401 / C102PY			n/b		\$36.77
96	Cheerleading	MULTI PLEAT SKIRT YOUTH XXS-L	ALLESON	YL1128178 / C201MY					\$20.19

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97	Cheerleading	MULTI PLEAT SKIRT ADULT S-XXL	ALLESON	YL1128970 / C201M					\$21.18
98	Cheerleading	BRIEF GIRLS XXS-L	ALLESON	YL1132588 / C300Y					\$5.79
99	Cheerleading	BRIEF WOMENS S-XXL	ALLESON	YL1133233 / C300					\$5.97
100	Cheerleading	BOY CUT BRIEF GIRLS XXS-L	ALLESON	YL1133882 / C301Y					\$6.29
101	Cheerleading	BOY CUT BRIEF WOMENS S-XXL	ALLESON	YL1134537 / C301					\$6.92
102	Cheerleading	MICRO FIBER MEGA CHEER SOCK	ALLESON	YL1225556 / CSOM					\$4.50
103	Cheerleading	MICRO FIBER MEGA TAB SOCK	ALLESON	YL1225815 / CSOXT			n/b		\$4.50
104	Cheerleading	6" TWO COLOR POMS	ALLESON	YL1178227 / CPOM2					9.30 each
105	Cheerleading	FRENZY HAIR BOW	ALLESON	YL1226089 / CHB1			n/b		\$3.92
106	Cheerleading	HYPE HAIR BOW	ALLESON	YL1255096 / CHB2			n/b		\$4.58
107	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Youth Sizes XS-L	Gildan			3.95			
108	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes S-XL	Gildan			3.95			
109	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes 2XL	Gildan			4.45			
110	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes 3XL	Gildan			4.45			
111	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes 4XL	Gildan			4.45			
112	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes 5XL	Gildan			4.45			
113	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes 6XL	Gildan			4.45			

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#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
114	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front 50/50 Blend- Youth Sizes XS-L	Gildan		4.12				
115	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes S-XL	Gildan		4.12				
116	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes 2XL	Gildan		4.55				
117	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes 3XL	Gildan		4.55				
118	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes 4XL	Gildan		4.55				
119	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes 5XL	Gildan		4.55				
120	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes 6XL	Gildan		4.55		n		
121	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Youth Sizes XS-L	Gildan		4.10				
122	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes S-XL	Gildan		4.10				
123	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 2XL	Gildan		4.55				

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#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
124	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 3XL	Gildan		4.55				
125	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 4XL	Gildan		4.55				
126	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 5XL	Gildan		4.55				
127	Clothing	Short Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 6XL	Gildan		4.55				
128	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Youth Sizes XS-L	Gildan		4.25				
129	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front & Back-50/50 Blend- Adult Sizes S-XL	Gildan		4.25				
130	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 2XL	Gildan		4.65				
131	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 3XL	Gildan		4.65				
132	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 4XL	Gildan		4.65				
133	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 5XL	Gildan		4.65				

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#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
134	Clothing	Short Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 6XL	Gildan		4.65		n		
135	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Youth Sizes XS-L	Gildan		5.55				
136	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes S-XL	Gildan		5.55				
137	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes 2XL	Gildan		5.75				
138	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes 3XL	Gildan		5.95				
139	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes 4XL	Gildan		5.95				
140	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes 5XL	Gildan		5.95				
141	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front- 50/50 Blend- Adult Sizes 6XL	Gildan		5.95				
142	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Youth Sizes XS-L	Gildan		5.95				
143	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes S-XL	Gildan		5.95				

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#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
144	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes 2XL	Gildan		5.95				
145	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes 3XL	Gildan		5.95				
146	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes 4XL	Gildan		5.95				
147	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes 5XL	Gildan		5.95				n/b
148	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front- 50/50 Blend- Adult Sizes 6XL	Gildan		5.95				n/b
149	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Youth Sizes XS-L	Gildan		5.65				
150	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes S-XL	Gildan		5.65				
151	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 2XL	Gildan		6.10				
152	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 3XL	Gildan		6.10				
153	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 4XL	Gildan		6.10				

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#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
154	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 5XL	Gildan		6.10				n/b
155	Clothing	Long Sleeve T-Shirt- White w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 6XL	Gildan		6.10				n/b
156	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Youth Sizes XS-L	Gildan		5.85				
157	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front & Back-50/50 Blend- Adult Sizes S-XL	Gildan		5.85				
158	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 2XL	Gildan		6.10				
159	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 3XL	Gildan		6.10				
160	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 4XL	Gildan		6.10				
161	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 5XL	Gildan		6.10				n/b
162	Clothing	Long Sleeve T-Shirt- Color w/silk screen on Front & Back- 50/50 Blend- Adult Sizes 6XL	Gildan		6.10				n/b
163	Clothing	Sweatshirts Hooded- Color W/silk screen on front & back 50/50 Blend Youth Sizes XS-L	Gildan		12.50				

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#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
164	Clothing	Sweatshirts Hooded- Color W/silk screen on front & back 50/50 Blend Adult Sizes S-XL	Gildan		12.50				
165	Clothing	Sweatshirts Hooded- Color W/silk screen on front & back 50/50 Blend Adult Sizes 2XL	Gildan		16.50				
166	Clothing	Sweatshirts Hooded- Color W/silk screen on front & back 50/50 Blend Adult Sizes 3XL	Gildan		16.50				
167	Clothing	Sweatshirts Hooded- Color W/silk screen on front & back 50/50 Blend Adult Sizes 4XL	Gildan		16.50				
168	Clothing	Sweatshirts Hooded- Color W/silk screen on front & back 50/50 Blend Adult Sizes 5XL	Gildan		16.50				n/b
169	Clothing	Sweatshirts Hooded- Color W/silk screen on front & back 50/50 Blend Adult Sizes 6XL	Gildan		6.15		n		n/b
170	Clothing	Sweatshirts- Crew Neck- Color W/silk screen on front & back 50/50 Blend Youth Sizes XS-L	Gildan		8.75				
171	Clothing	Sweatshirts- Crew Neck- Color W/silk screen on front & back 50/50 Blend Adult Sizes S-XL	Gildan		9.50				
172	Clothing	Sweatshirts- Crew Neck- Color W/silk screen on front & back 50/50 Blend Adult Sizes 2XL	Gildan		10.50				
173	Clothing	Sweatshirts- Crew Neck- Color W/silk screen on front & back 50/50 Blend Adult Sizes 3XL	Gildan		10.50				

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#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
174	Clothing	Sweatshirts- Crew Neck- Color W/silk screen on front & back 50/50 Blend Adult Sizes 4XL	Gildan		10.50				
175	Clothing	Sweatshirts- Crew Neck- Color W/silk screen on front & back 50/50 Blend Adult Sizes 5XL	Gildan		10.50				n/b
176	Clothing	Sweatshirts- Crew Neck- Color W/silk screen on front & back 50/50 Blend Adult Sizes 6XL	Gildan		10.50		n/b		n/b
177	Clothing	Sweatpants- Color- elastic bottoms w/pockets- 50/50 Blend- Adult Sizes S-XL	Gildan		12.50		n/b		
178	Clothing	Sweatpants- Color- elastic bottoms w/pockets- 50/50 Blend- Adult Sizes 2XL	Gildan		14.52		n/b		
179	Clothing	Windbreakers- 1/2 zip w/pocket- Color w/silk screen on Front & Back- 100% Nylon- Adult S-XL	Harvard Square		23.99		n/b		
180	Clothing	Windbreakers- 1/2 zip w/pocket- Color w/silk screen on Front & Back- 100% Nylon- Adult 2XL	Harvard Square		25.49		n/b		
181	Clothing	Windbreakers- 1/2 zip w/pocket- Color w/silk screen on Front & Back- 100% Nylon- Adult 3XL	Harvard Square		25.49		n/b		
182	Clothing	Windbreakers- 1/2 zip w/pocket- Color w/silk screen on Front & Back- 100% Nylon- Adult 4XL	Harvard Square		25.49		n/b		
183	Clothing	Windbreakers- 1/2 zip w/pocket- Color w/silk screen on Front & Back- 100% Nylon- Adult 5XL	Harvard Square		25.49		n/b		

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#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
184	Clothing	Windbreakers- 1/2 zip w/pocket- Color w/silk screen on Front & Back- 100% Nylon- Adult 6XL	Harvard Square		25.49		n/b		
185	Clothing	Windbreakers- Full zip w/pocket- Color w/silk screen on Front- 100% Nylon- Adult S-XL	Harvard Square		26.49		n/b		
186	Clothing	Windbreakers- Full zip w/pocket- Color w/silk screen on Front- 100% Nylon- Adult 2XL	Harvard Square		27.99				
187	Clothing	Windbreakers- Full zip w/pocket- Color w/silk screen on Front- 100% Nylon- Adult 3XL	Harvard Square		27.99				
188	Clothing	Windbreakers- Full zip w/pocket- Color w/silk screen on Front- 100% Nylon- Adult 4XL	Harvard Square		27.99		n/b		
189	Clothing	Windbreakers- Full zip w/pocket- Color w/silk screen on Front- 100% Nylon- Adult 5XL	Harvard Square		27.99		n/b		
190	Clothing	Windbreakers- Full zip w/pocket- Color w/silk screen on Front- 100% Nylon- Adult 6XL	Harvard Square		27.99		n/b		
191	Clothing	Polo Shirts- Men's White w/embroidered Town Seal on left chest- 50/50 Blend- Adult S-XL	Gildan		6.99				
192	Clothing	Polo Shirts- Men's White w/embroidered Town Seal on left chest- 50/50 Blend- Adult 2XL	Gildan		7.99				
193	Clothing	Polo Shirts- Men's White w/embroidered Town Seal on left chest- 50/50 Blend- Adult 3XL	Gildan		7.99				

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
194	Clothing	Polo Shirts- Men's White w/embroidered Town Seal on left chest- 50/50 Blend- Adult 4XL	Gildan		7.99				
195	Clothing	Polo Shirts- Men's White w/embroidered Town Seal on left chest- 50/50 Blend- Adult 5XL	Gildan		7.99				
196	Clothing	Polo Shirts- Men's White w/embroidered Town Seal on left chest- 50/50 Blend- Adult 6XL	Gildan		7.99		n/b		
197	Clothing	Polo Shirts- Men's White w/silk screened Town Seal on left chest 50/50 Blend- Adult S-XL	Gildan		6.49				
198	Clothing	Polo Shirts- Men's White w/silk screened Town Seal on left chest 50/50 Blend- Adult 2XL	Gildan		7.49				
199	Clothing	Polo Shirts- Men's White w/silk screened Town Seal on left chest 50/50 Blend- Adult 3XL	Gildan		7.49				
200	Clothing	Polo Shirts- Men's White w/silk screened Town Seal on left chest 50/50 Blend- Adult 4XL	Gildan		7.49				
201	Clothing	Polo Shirts- Men's White w/silk screened Town Seal on left chest 50/50 Blend- Adult 5XL	Gildan		7.49				
202	Clothing	Polo Shirts- Men's White w/silk screened Town Seal on left chest 50/50 Blend- Adult 6XL	Gildan		7.49		n/b		
203	Clothing	Polo Shirts- Women's White w/embroidered Town Seal on left chest- 50/50 Blend- Adult S-XL	Gildan		8.99				

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
204	Clothing	Polo Shirts- Women's White w/embroidered Town Seal on left chest- 50/50 Blend- Adult 2XL	Gildan		10.49				
205	Clothing	Polo Shirts- Women's White w/embroidered Town Seal on left chest- 50/50 Blend- Adult 3XL	Gildan		10.49				
206	Clothing	Polo Shirts- Women's White w/silk screened Town Seal on left chest 50/50 Blend- Adult S-XL	Gildan		10.49				
207	Clothing	Polo Shirts- Women's White w/silk screened Town Seal on left chest 50/50 Blend- Adult 2XL	Gildan		10.49				
208	Clothing	Polo Shirts- Women's White w/silk screened Town Seal on left chest 50/50 Blend- Adult 3XL	Gildan		10.49				
209	Clothing	Polo Shirts- Men's Color w/embroidered Town Seal on left chest- 50/50 Blend- Adult S-XL	Gildan		7.49				
210	Clothing	Polo Shirts- Men's Color w/embroidered Town Seal on left chest- 50/50 Blend- Adult 2XL	Gildan		9.99				
211	Clothing	Polo Shirts- Men's Color w/embroidered Town Seal on left chest- 50/50 Blend- Adult 3XL	Gildan		9.99				
212	Clothing	Polo Shirts- Men's Color w/embroidered Town Seal on left chest- 50/50 Blend- Adult 4XL	Gildan		9.99				
213	Clothing	Polo Shirts- Men's Color w/embroidered Town Seal on left chest- 50/50 Blend- Adult 5XL	Gildan		9.99				

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
214	Clothing	Polo Shirts- Men's Color w/embroidered Town Seal on left chest- 50/50 Blend- Adult 6XL	Gildan		9.99		n/b		
215	Clothing	Polo Shirts- Men's Color w/silk screened Town Seal on left chest 50/50 Blend- Adult S-XL	Gildan		6.99				
216	Clothing	Polo Shirts- Men's Color w/silk screened Town Seal on left chest 50/50 Blend- Adult 2XL	Gildan		9.49				
217	Clothing	Polo Shirts- Men's Color w/silk screened Town Seal on left chest 50/50 Blend- Adult 3XL	Gildan		9.49				
218	Clothing	Polo Shirts- Men's Color w/silk screened Town Seal on left chest 50/50 Blend- Adult 4XL	Gildan		9.49				
219	Clothing	Polo Shirts- Men's Color w/silk screened Town Seal on left chest 50/50 Blend- Adult 5XL	Gildan		9.49				
220	Clothing	Polo Shirts- Men's Color w/silk screened Town Seal on left chest 50/50 Blend- Adult 6XL	Gildan		9.49		n/b		
221	Clothing	Polo Shirts- Women's Color w/embroidered Town Seal on left chest- 50/50 Blend- Adult S-XL	Gildan		9.99				
222	Clothing	Polo Shirts- Women's Color w/embroidered Town Seal on left chest- 50/50 Blend- Adult 2XL	Gildan		11.49				
223	Clothing	Polo Shirts- Women's Color w/embroidered Town Seal on left chest- 50/50 Blend- Adult 3XL	Gildan		11.49				

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
224	Clothing	Polo Shirts- Women's Color w/silk screened Town Seal on left chest 50/50 Blend- Adult S-XL	Gildan		8.99				
225	Clothing	Polo Shirts- Women's Color w/silk screened Town Seal on left chest 50/50 Blend- Adult 2XL	Gildan		10.99				
226	Clothing	Polo Shirts- Women's Color w/silk screened Town Seal on left chest 50/50 Blend- Adult 3XL	Gildan		10.99				
227	Fencing	Standard 3-W Washable Glove- Right Handed (XS-XL)					n/b	\$7.50	n/b
228	Fencing	Standard 3-W Washable Glove- Left Handed (XS-XL)					n/b	\$7.50	n/b
229	Fencing	Men's Padded Front Zip Jackets- (sz 38-56)					n/b	\$42.75	n/b
230	Fencing	Women's Padded Front Zip Jackets (sz38-52)					n/b	\$42.75	n/b
231	Fencing	Boys Padded Front Zip Jackets (sz 32-36)					n/b	\$42.75	n/b
232	Fencing	Girls Padded Front Zip Jackets (sz 32-36)					n/b	\$42.75	n/b
233	Fencing	Men's Padded Back Zip Jackets- (sz 38-56)					n/b	\$34.50	n/b
234	Fencing	Women's Padded Back Zip Jackets (sz 38-52)					n/b	\$34.50	n/b
235	Fencing	Boys Padded Back Zip Jackets (sz 32-36)				34.50	n/b		n/b
236	Fencing	Girls Padded Back Zip Jackets (sz 32-36)				34.50	n/b		n/b
237	Fencing	5 Piece Standard Foil Set- (mask, jacket, glove, foil, bag)				100.80	n/b		n/b
238	Fencing	Standard Practice Foil with Pistol Grip				18.75	n/b		n/b

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
239	Fencing	Practice Foil Rubber Tip				3.00	n/b		n/b
240	Fencing	Standard 3 Weapon Mask (XS-XL)				33.75	n/b		n/b
241	Fencing	Cotton Underarm Plastron (XS-XXL)				11.25	n/b		n/b
242	Fencing	3 Weapon Standard Scoring Machine w/case				394.00	n/b		n/b
243	Football	YOUTH SIDELINE KIT		1150469		200.03	n/b		n/b
244	Football	JUNIOR FOOTBALL LEATHER	MACGREGOR	MCFMXJNR		31.65	n/b		n/b
245	Football	PEE WEE FOOTBALL LEATHER	MACGREGOR	MCFMXPWF		28.64	n/b		n/b
246	Football	WILSON TDJ JUNIOR FOOTBALL LEA	WILSON	3F1360		34.23	n/b		
247	Football	WILSON PEE WEE FOOTBAL LEATHE	WILSON	3F1382B		32.91	n/b		
248	Football	EXTRA POINT TEE		YLMSPATXXX			2.75		n/b
249	Football	ROLLAWAY HELMET RACK		YL1149449			198.89		n/b
250	Football	2" HELMET NUMBERS DIE CUT		YL1233964			4.79		n/b
251	Football	3" 1 COLOR DIE CUT LETTER		YL1233926			n/b		n/b
252	Football	4" 1 COLOR DIE CUT LETTER		YL1233933			1.68		n/b
253	Football	VARSITY MOUTHPIECES		MSMOUTPK			0.40		
254	Football	JUNIOR MOUTHPIECES 25 PK		YL1179613			n/b		
255	Football	UNIVERSAL JAW PADS PER DZ		FBUJPDZ			1.50		n/b
256	Football	HARD CUP LOW HOOK UP CHINSTRAP		FBCS100L			7.89		n/b
257	Football	SOFT CUP LOW HOOK UP CHINSTRAP		FBCS4XXX			3.98		n/b
258	Football	½" T-NUT LONG 50 PK		FBLTNXXXPK			5.10		n/b
259	Football	3/8" T-NUT MEDIUM 50 PK		FBMTNXXXPK			n/b		n/b
260	Football	1/8" T-NUT SHORT 50 PK		FBSTNXXXPK			11.00		n/b
261	Football	METAL CHIN STRAP BUCKLE 50 PK		FBMC SBXXXPK			29.50		n/b
262	Football	¼" CHINSTRAP SNAP 50 PK		FBCSSXXXPK			n/b		n/b
263	Football	STEEL WASHER 50 PK		FBSSWASHPK			n/b		n/b
264	Football	½" HELMET SCREW 50 PK		FBHSXXXPK			5.10		n/b
265	Football	RIDDELL LITTLE PRO HELMET ROYAL	RIDDELL	YL1150308			74.30		
266	Football	RIDDELL VSR2Y HELMET ROYAL	RIDDELL	YL1150247			61.50		n/b
267	Football	RIDDELL ATTACK HELMET ROYAL	RIDDELL	YL1276923			61.50		n/b
268	Football	DNA RECRUIT HELMET ROYAL W/ MA	SCHUTT	YL1235371			122.50		n/b
269	Football	YOUTH ADVANTAGE HELMET ROYAL	SCHUTT	20018077			89.50		n/b

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
270	Football	DNA RECRUIT JAW PAD DZ	SCHUTT	YL1240603			n/b		n/b
271	Football	HIP PAD SET		P3801400			8.89		n/b
272	Football	THIGH PAD LITE		YLFBULTPY			6.79		n/b
273	Football	THIGH PAD VINYL		YLFBTPY			7.49		n/b
274	Football	KNEE PAD LITE		YLFBULKPY			4.97		n/b
275	Football	KNEE PAD VINYL		YLFBKP30			5.29		n/b
276	Football	HIP PADS LITE		YLFBULHP3Y			6.49		
277	Football	HIP PADS VINYL		YLFBHP3SLY			n/b		n/b
278	Football	THIGH PADS		P2104000			7.97		n/b
279	Football	3 POCKET YOUTH GIRDLE		2001690			6.79		n/b
280	Football	3 POCKET ADULT GIRDLE		2001693			7.89		n/b
281	Football	ADULT 5 POCKET GIRDLE		2001695			11.49		n/b
282	Football	WRISTBAND		YLFBSWBBKX			8.49		n/b
283	Football	BULLDOG SHOULDER PADS XXSM	PRO DOWN	YL1201857			n/b		
284	Football	BULLDOG SHOULDER PADS XSM	PRO DOWN	YL1201864			24.89		
285	Football	BULLDOG SHOULDER PADS SM	PRO DOWN	YL1201871			25.89		
286	Football	BULLDOG SHOULDER PADS MD	PRO DOWN	YL1201888			27.89		
287	Football	BULLDOG SHOULDER PADS LG	PRO DOWN	YL1201895			28.89		
288	Football	BULLDOG SHOULDER PADS XL	PRO DOWN	YL1201901			30.89		
289	Football	YOUTH FLAK VEST		P7520000			15.89		n/b
290	Football	MCDAVID COWBOY COLLAR		FBCC501R			n/b		
291	Football	BACK PLATE		FBCCBPXX			n/b		n/b
292	Football	SHOULDER PAD RACK	PRO DOWN	YL1187748			229.95		n/b
293	Football	DOUBLE SHOULDER PAD RACK	PRO DOWN	YL1187779			229.95		n/b
294	Football	BLACK LACES		FBSPL36			n/b		n/b
295	Football	1-1/2" BLACK ELASTIC		FBRE150B			0.88		n/b
296	Football	1" BLACK ELASTIC		FBRE100B			0.70		n/b
297	Football	PARTS KIT		20028366			n/b		n/b
298	Football	1" METAL T HOOK 50 PK		FBTH100XPK			16.00		n/b
299	Football	1-1/2" METAL FASTENER 50 PK		FBKWM150PK			n/b		n/b
300	Football	1-1/2" SWIVEL T-HOOK 50 PK		FBSTH150PK			16.00		n/b
301	Football	PRO KICK HOLDER		1008579			31.79		n/b

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
302	Football	ROUND BLOCKING DUMMY		200235000			98.89		n/b
303	Football	PRO SHEILD		200234411			40.00		
304	Football	SCRIMMAGE HELMET COVER DZ		1071948			89.88		
305	Football	ATHLETIC FIELD STRIPPER		0795XXXX		66.98	129.89		n/b
306	Football	SHOULDER PAD RACK 4 STACK		STSPRDBL			229.95		n/b
307	Football	FB HELMET CART		1149449			249.89		n/b
308	Football	TEAM EQUIPMENT BAG		1187052			18.84		n/b
309	Football	PROSTYLE DOWN BOX/CHAINSET		FBPROSET			295.95		n/b
310	Football	YOUTH BLOCKING DUMMY (BLUE)		200235311			98.89		n/b
311	Football	COLLEGIATE SHIELD		200232811			40.00		n/b
312	Football	SQUARE DUMMY PAD		MSSLDPDS			67.00		n/b
313	Football	VARSITY DOWN BOX/CHAIN SET		MSVARDBC			n/b		n/b
314	Football	PRO STYLE DOWN BOX		FBPROBOX			n/b		n/b
315	Football	ADULT SCRIMMAGE VEST		C46			3.95		n/b
316	Football	YOUTH SCRIMMAGE VEST		C46Y			n/b		n/b
317	Football	DAZZLE FOOTBALL PANTS YOUTH		1023336			16.89		
318	Football	ADULT DAZZLE FOOTBALL PANTS		YL1039078			23.89		
319	Football	YOUTH FOOTBALL PANT 613BSL		1022919			17.49		
320	Football	ADULT FOOTBALL PANT 615SL		3650SL			22.49		
321	Football	YOUTH REPLIC JERSEYS W/#'S		NFLJY			n/b		n/b
322	Football	ADULT REPLIC JERSEYS W/#'S		NFLJA			n/b		n/b
323	Football	FOOTBALL BELTS		FBBLT1			0.73		n/b
324	Football	TRAINERS TAPE		2190XXXX		53.96	n/b		n/b
325	Football	COLD PAKS		2215XXXX			n/b		n/b
326	Football	YOUTH FULL LENGTH DAZZLE JERSE	ALLESON	YL 1076141 / 748CLY			n/b		
327	Football	FRONT AND BACK AND LOGO ON FRONT					n/b		n/b
328	Football	ADULT FULL LENGTH DAZZLE JERSE	ALLESON	YL1076585 / 748CL			n/b		
329	Football	FRONT AND BACK AND LOGO ON FRONT					25.25		n/b
330	Football	MINI MED REFILL KIT		7912RFK			n/b		n/b
331	Football	MINI MED KIT		MDMINMED			n/b		n/b
332	Football	HELMET INFLATOR		YL1066395			6.25		n/b
333	Football	FOOTBALL TRAVEL BAG		MSTBAG			18.84		n/b

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
334	Football	YOUTH PRACTICE JERSEY W/#'S	PRO DOWN	C22Y			16.89		
335	Football	ADULT PRACTICE JERSEY'S W/#'S	PRO DOWN	C11			19.79		
336	Football	WHISTLES DZ		3059XXXXDZ		3.36	n/b		n/b
337	Football	LANYARDS DZ		MSLNYD		3.36	n/b		n/b
338	Football	ECONOMY CONE		MS12CONEY		1.34	n/b		n/b
339	Football	6" POLY CONE		MSCON—6		1.88	n/b		n/b
340	Football	12" CONE		1040814		4.44	n/b		n/b
341	Football	FOOTBALL PANT LACES		FBPLWHXX		13.37			n/b
342	Football	TEAM BAG		1048742			18.84		n/b
343	Football	BALL EQUIPMENT BAG		SNBCNETB			17.89		
344	Football	ELECTRIC INFLATOR		MSECOELEY		51.12	n/b		
345	Football	DELUXE SCALE		61XXXXXX			n/b		
346	Football	WEIGHTED ANCHORLESS PYLONS		MSWPYLON			21.95		
347	Football	NFL YOUTH GAME JERSEY W/NUMBER	REEBOK	YLNFLJ			n/b		n/b
348	Football	YOUTH MESH/DAZZLE FOOTBALL JERSEY	ALLESON	1241051 / DA777DY			n/b		
349	Football	TWO COLOR #'S FRONT AND BACK AND TEAM					14.19		n/b
350	Football	LOGO ON FRONT					n/b		n/b
351	Football	ADULT MESH/DAZZLE FOOTBALL JERSEY	ALLESON	1241532 / DA7770			n/b		
352	Football	TWO COLOR #'S FRONT AND BACK AND TEAM					n/b		n/b
353	Football	LOGO ON FRONT					15.19		n/b
354	Football	YOUTH DAZZLE FOOTBALL PANT SIZE	ALLESON	1250602 / 640DSLY			n/b		
355	Football	YOUTH DAZZLE FOOTBALL PANT SIZE	ALLESON	1250640 / 640DSLY			16.89		
356	Football	ADULT DAZZLE FOOTBALL PANT SIZE	ALLESON	1250909 / 604DSL			16.89		
357	Football	FOOTBALL/SOCCER COMBO GOAL	ALUMAGOAL	YL1072679			23.89		n/b
358	Football	OPTIONAL GROUND SLEEVES		YLSTTOURGS			2,802.36		n/b
359	Football	NET		YL1054729			170.19		n/b
360	Football	PROTECTIVE POST PADS		YLG808YXXX			200.15		n/b
361	Lacrosse	10' x 30' backstop	BRINE				252.50		n/b
362	Lacrosse	10' x 50' backstop	BRINE				n/b		n/b
363	Lacrosse	5 mm nets					n/b		n/b
364	Lacrosse	Bounce back targets	STX			217.97			n/b
365	Lacrosse	LAX Goal Targets	STX			78.75			n/b

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
366	Lacrosse	Pink lacrosse balls(Optical)				30.23			n/b
367	Lacrosse	RAGE cage B100					643.51		n/b
368	Lacrosse	RAGE cage Box					n/b		n/b
369	Lacrosse	WOMENS STX RACY LACROSSE STICK		1139044		30.00	n/b		n/b
370	Lacrosse	STX GOALMASTER STICK		YL17GM3W		66.52			n/b
371	Lacrosse	AV8 LACROSSE STICK	STX	1075144		31.30			n/b
372	Lacrosse	BEDLAM LACROSSE STICK	DEBEER	1071399			n/b		n/b
373	Lacrosse	VOIT LACROSSE BALL DZ		VLCBALL		23.36			n/b
374	Lacrosse	STX PRACTICE BALL DZ		1725UPB		30.25			n/b
375	Lacrosse	LACROSSE BALLS DZ	STX	17NFHS		32.99			n/b
376	Lacrosse	36CT LAX BALLS WHITE DZ	SHAMROCK	1049336			n/b		n/b
377	Lacrosse	36CT LAX BALLS YELLOW DZ	SHAMROCK	1049343			n/b		n/b
378	Lacrosse	CASCADE IRIS EYEMASK		1051414		52.22			n/b
379	Lacrosse	GOGGLES	VISTA	1262902			46.43		n/b
380	Lacrosse	OFFICIAL LACROSSE GOAL PR		LACOFFGL		508.44			n/b
381	Lacrosse	FOLD UP LACROSSE GOAL				392.81			n/b
382	Lacrosse	PRACTICE LACROSSE GOAL PR		LACPRAGL		232.48			n/b
383	Lacrosse	LACROSSE NET 4MM		1272925		44.94	n/b		n/b
384	Lacrosse	LACROSSE NET 3MM		1276565			n/b		n/b
385	Lacrosse	CASCADE ADULT LAX HELMET WHITE		1098259			159.02		
386	Lacrosse	CASCADE CJ YOUTH HELMET WHITE WITH		1098266			159.02		
387	Lacrosse	ADJUSTABLE SIZING					n/b		n/b
388	Lacrosse	SMALL SHOULDER PADS	ICON	1262919			54.55		
389	Lacrosse	MEDIUM SHOULDER PADS	ICON	1262926			54.55		
390	Lacrosse	LARGE SHOULDER PADS	ICON	1262933			54.55		
391	Lacrosse	SMALL GLOVES	INTREPID	1071276			n/b		
392	Lacrosse	MEDIUM GLOVES	INTREPID	1071283			n/b		
393	Lacrosse	LARGE GLOVES	INTREPID	1071290			n/b		
394	Lacrosse	SMALL ARM PADS	ICON	1262940			n/b		
395	Lacrosse	MEDIUM ARM PADS	ICON	1262957			n/b		
396	Lacrosse	LARGE ARM PADS	ICON	1262964			n/b		
397	Lacrosse	PRO LITE KIT SMALL	PRO-LITE	1155105			n/b		n/b

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
398	Lacrosse	PRO LITE KIT MEDIUM	PRO-LITE	1155112			n/b		n/b
399	Lacrosse	MESH REV SCRIMMAGE VESTS ADULT SIZE DZ		1262711			11.29		n/b
400	Lacrosse	MESH REV SCRIMMAGE VESTS INTERM SIZE DZ		1262773			n/b		n/b
401	Lacrosse	K145 VELOCITY JERSEY W/1 COLOR	WARRIOR	K145			65.75		n/b
402	Lacrosse	MESH SHORTS W/LOGO	WARRIOR	K245			62.00		
403	Lacrosse	K145Y VELOCITY JERSEY W/ 1 COLO	WARRIOR	K145Y			65.75		
404	Lacrosse	K245Y MESH SHORT W/ LOGO	WARRIOR	K245Y			62.00		
405	Lacrosse	MOUTHGUARD W/STRAP VARSITY SIZE 25 PK		MSMOUT		8.69	0.40		n/b
406	Lacrosse	MOUTHGUARD W/STRAP JUNIOR SIZE 25 PK		11779613		10.55	n/b		n/b
407	Lacrosse	PORTABLE SIGNAL HORN		MSAIR8ZH		18.38	n/b		n/b
408	Lacrosse	LACROSSE THROAT GUARDS FOR HELMET					n/b		n/b
409	Lacrosse	HAND HELD GAME TIMER	MACGREGOR	MSSTP750		6.46	n/b		n/b
410	Lacrosse	BALL BAGS	MACGREGOR	YL1187021		10.43	n/b		n/b
411	Lacrosse	PADDED SHIN GUARDS		YL1276534			n/b		n/b
412	Lacrosse	WHITE FIELD STRIPING PAINT 17 OZ	MARK 1	YL0792XXXX			n/b		\$36.90
413	Lacrosse	CASE OF 12					n/b		n/b
414	Lifeguard	Air Horn (5.5oz)					n/b		n/b
415	Lifeguard	Air Horn Refill (5.5oz)					n/b		n/b
416	Lifeguard	Basic Kickboard				11.30	n/b		n/b
417	Lifeguard	Buoy thermometer					n/b		n/b
418	Lifeguard	Color Coded Straps for Spineboard					n/b		n/b
419	Lifeguard	CPR Face Shield Barrier					n/b		n/b
420	Lifeguard	CPR Pocket Mask w/O2 Inlet, hard case, gloves, wipes,one way valve					n/b		n/b
421	Lifeguard	Immobilization Spineboard, with color coded buckle straps and head immobilizer					n/b		n/b
422	Lifeguard	Lifeguard Cotton Cap, embroidered lifeguard logo, velcro closure- Red					n/b		\$4.87
423	Lifeguard	Lifeguard Cotton Visor embroidered Lifeguard logo- Red					n/b		\$4.57

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
424	Lifeguard	Lifeguard Mesh Cap, embroidered lifeguard logo, velcro closure- Red					n/b		\$4.57
425	Lifeguard	Men's Lifeguard Board Shorts (9.5" inseam)- (sz M-XL)Red					n/b		\$24.87
426	Lifeguard	Outdoor Air Temperature Thermometer					n/b		n/b
427	Lifeguard	Outdoor Pool/Beach Clock with Temperature & Humidity					n/b		n/b
428	Lifeguard	Paddle Rescue Board (114"x24"x4")					n/b		n/b
429	Lifeguard	Plastic Whistle- Red					n/b		n/b
430	Lifeguard	Pool Thermometer					n/b		n/b
431	Lifeguard	Rescue Tube- 40"- Red					n/b		n/b
432	Lifeguard	Rescue Tube Patch					n/b		n/b
433	Lifeguard	Rescue Tube Sleeve- Red					n/b		n/b
434	Lifeguard	Solar Umbrella, with wind panels, aluminum pole w/tilt					n/b		n/b
435	Lifeguard	SPF 30 Sunscreen- Gallon Pump					n/b		n/b
436	Lifeguard	SPF 30 Sunscreen- Quart Pump					n/b		n/b
437	Lifeguard	Universal Head Immobilizer					n/b		n/b
438	Lifeguard	Whistle Lanyard- Red				3.35	n/b		n/b
439	Lifeguard	Women's Lifeguard Cheer Shorts No writing on rear- (sz s-xl)- Red					n/b		\$6.47
440	Lifeguard	Women's Super Proback/Sportback Bathing Suits (sz32-40)- Red					n/b		\$37.82
441	Lifeguard	Fox 40 Mini Whistle				3.16	n/b		n/b
442	Lifeguard	Fox 40 Classic Whistle				3.39	n/b		n/b
443	Lifeguard	Fox 40 Safety Whistle					n/b		n/b
444	Lifeguard	Basic Buddy CPR Manikan 5 Pack with bag					n/b		n/b
445	Lifeguard	Basic Buddy CPR Replacement Lung Bags					n/b		n/b

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
446	Lifeguard	Basic Buddy Convience Pack- 4 Adult/Child, 2 Babies- with lung bags & Bag				525.07	n/b		n/b
447	Lifeguard	Basic Buddy CPR Manikan 5 Pack with bag					n/b		n/b
448	Lifeguard	Basic Buddy-single					n/b		n/b
449	Misc.	100 Inflation Needles		MSNED100		11.37	n/b		n/b
450	Misc.	100Qt Cooler w/wheels	Igloo			149.98	n/b		n/b
451	Misc.	165Qt Cooler w/wheels	Igloo			238.28	n/b		n/b
452	Misc.	200' fiberglass measuring tape	Alumagoal			11.66			n/b
453	Misc.	24x36 Laundry bag		MSLB2436		2.92			n/b
454	Misc.	360 degree swing seat				59.41	n/b		n/b
455	Misc.	6" slash proof swing seat				14.33	n/b		n/b
456	Misc.	Acceleration Trainer 105	Reactor			121.63	n/b		n/b
457	Misc.	Acceleration Trainer 150	Reactor			156.88	n/b		n/b
458	Misc.	Adult polyester vest royal		C46ROXXX		1.88	n/b		n/b
459	Misc.	Athletic Pre-wrap	Cramer			38.48	n/b		n/b
460	Misc.	Award Medals (3.5" diameter) w/ribbons and self sticking printed mylar inserts for sports					n/b		n/b
461	Misc.	Basketball coaches board 9"x15.5"	KBA			6.38	n/b		n/b
462	Misc.	Bocce Set		7221XXXX		22.92	n/b		n/b
463	Misc.	Body Loop Bands- 12" Light Resistance				4.15	n/b		n/b
464	Misc.	Body Loop Bands- 12" Light/Medium Resistance				4.59	n/b		n/b
465	Misc.	Body Loop Bands- 12" Medium Resistance				5.11	n/b		n/b
466	Misc.	Cocoa Drag Mats				139.28	n/b		n/b
467	Misc.	Cocoa Mop				149.31	n/b		n/b
468	Misc.	Cone Carrier		93095XXX		2.36	n/b		n/b
469	Misc.	Cramer 6" x 9" Flex Cold Pack	CRAMER	1099287		25.35	n/b		n/b

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
470	Misc.	Cramer Athletic tape 1 1/2"				53.96	n/b		n/b
471	Misc.	Deluxe Croquet Set		1152043		44.74	n/b		n/b
472	Misc.	Digital Scale- 400lb Capacity	Tanita				n/b		n/b
473	Misc.	Economy electric inflator	Gamecraft			51.12	n/b		n/b
474	Misc.	Field Hockey balls				4.41	n/b		n/b
475	Misc.	Field hockey sticks 36"	Grays				n/b		n/b
476	Misc.	Field hockey sticks 32"	Grays				n/b		n/b
477	Misc.	Field hockey sticks 34"	Grays				n/b		n/b
478	Misc.	Field hockey sticks 35"	Grays				n/b		n/b
479	Misc.	Fitness bands -Green	Champion barbell			39.46	n/b		n/b
480	Misc.	Fitness bands -Purple	Champion barbell			51.21	n/b		n/b
481	Misc.	Fitness bands-Gray	Champion barbell			52.89	n/b		n/b
482	Misc.	Fixed Rung Agility Ladder		1271560		24.68	n/b		n/b
483	Misc.	Flag football set	Flaghouse	611966			4.40		n/b
484	Misc.	Football kickoff tee				1.88	n/b		n/b
485	Misc.	Hand Tally Counter		MSHTALLY	4.40	4.20	n/b		n/b
486	Misc.	Handheld Game Timer	MACGREGOR	MSSTP750		6.46	n/b		n/b
487	Misc.	Heat index warning system		1150216		121.88	n/b		n/b
488	Misc.	Heavy Duty Model HD 100 Chalk Liner				258.69	n/b		n/b
489	Misc.	Heavy Duty Model HD 50 Chalk Liner				231.14	n/b		n/b
490	Misc.	Indoor/outdoor Mini Shuffleboard set				95.88	n/b		n/b
491	Misc.	Indoor/outdoor tabletop scoreboard	MACGREGOR	SK999		438.44	n/b		n/b
492	Misc.	Jr. Rubber Football	MACGREGOR	MCX2JXXX		3.71	n/b		n/b
493	Misc.	Kanjam					n/b		n/b

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
494	Misc.	Kettlebells- 10lbs				12.18	n/b		n/b
495	Misc.	Kettlebells- 15lbs				18.32	n/b		n/b
496	Misc.	Kettlebells- 20lbs				24.43	n/b		n/b
497	Misc.	Kettlebells- 25lbs				30.56	n/b		n/b
498	Misc.	Kettlebells- 30lbs				36.59	n/b		n/b
499	Misc.	Kettlebells- 35lbs				42.72	n/b		n/b
500	Misc.	Lacrosse coaches board(Boys)9"x15.5"	KBA				n/b		n/b
501	Misc.	Lacrosse coaches board(Girls)9"x15.5"	KBA				n/b		n/b
502	Misc.	Medicine Balls 11-12lbs				21.11	n/b		n/b
503	Misc.	Medicine Balls 15-16lbs				23.88	n/b		n/b
504	Misc.	Medicine Balls 4-6lbs				12.66	n/b		n/b
505	Misc.	Medicine Balls 6-7lbs				16.32	n/b		n/b
506	Misc.	Medicine Balls 9-10lbs				18.79	n/b		n/b
507	Misc.	Mouth Guard Junior		MSMOUT		10.55	n/b		n/b
508	Misc.	Neoprene Dumbbell Steel rack with locking top pin w/wheels				218.75	n/b		n/b
509	Misc.	Neoprene Dumbbells- 10lbs				11.86	n/b		n/b
510	Misc.	Neoprene Dumbbells- 2lb				2.29	n/b		n/b
511	Misc.	Neoprene Dumbbells- 3lb				3.69	n/b		n/b
512	Misc.	Neoprene Dumbbells- 5lb				6.17	n/b		n/b
513	Misc.	Neoprene Dumbbells- 7lbs				8.31	n/b		n/b
514	Misc.	Neoprene Dumbbells-4lb				4.75	n/b		n/b
515	Misc.	Neoprene Dumbbells-6lb				7.12	n/b		
516	Misc.	Net ball carrier		BS-SNBC1XXX		2.54	n/b		
517	Misc.	Numbered Pinnie Royal		1040289		25.83	n/b		
518	Misc.	Official Horseshoe set				33.31	n/b		
519	Misc.	Orange LIP Cones		1255706		4.98	n/b		
520	Misc.	Orange Spots		6059XXXXY		13.69	n/b		
521	Misc.	Pedestal Grill		NECSB16X		208.48	n/b		
522	Misc.	Pickle Ball Net				125.97	n/b		
523	Misc.	Pickle Ball tournament set				188.73	n/b		

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
524	Misc.	Plastic Easter Eggs- Candy Filled (same color top and bottom)					n/b		
525	Misc.	Plastic Easter Eggs- Toy Filled (same color top and bottom)					n/b		
526	Misc.	Portable signal horn 8oz.		MSAIR8ZH		18.38	n/b		
527	Misc.	Portable signal horn refill		MSAIR8ZR		12.88	n/b		
528	Misc.	Power inflator	Interdynamics			51.12	n/b		
529	Misc.	Quick Shade Canopy 10'X10'	QUIK			198.44	n/b		
530	Misc.	Rubber Baby Bucket Swing	GAME CRAFT	1040746		28.74	n/b		
531	Misc.	Rubber football Junior size 9-12 yrs	MACGREGOR			3.71			
532	Misc.	Rubber football Official size	MACGREGOR			4.14			
533	Misc.	Rubber football Youth size 12-14 yrs	MACGREGOR			3.97			
534	Misc.	Segmented jump ropes 10'	US Games			1.65	n/b		
535	Misc.	Segmented jump ropes 7'	US Games			1.18	n/b		
536	Misc.	Segmented jump ropes 8'	US Games			1.27	n/b		
537	Misc.	Segmented jump ropes 9'	US Games			1.37	n/b		
538	Misc.	Soccer coaches board- 9"x15.5"	KBA			7.12	n/b		
539	Misc.	Solid Hex Dumbbells with ergo grip- 10lb				10.05	n/b		
540	Misc.	Solid Hex Dumbbells with ergo grip- 5lb				5.02	n/b		
541	Misc.	Solid Hex Dumbbells with ergo grip- 6lb					n/b		
542	Misc.	Solid Hex Dumbbells with ergo grip- 7lb					n/b		
543	Misc.	Speed and agility ladder				24.68			
544	Misc.	Speed Chute 40"	Portapit			44.24	n/b		
545	Misc.	Speed Chute 48"	Portapit			53.76	n/b		
546	Misc.	Speed Chute 54"	Portapit			58.22	n/b		
547	Misc.	Sportline Econosport stopwatch	Econosport	MSSTP240		5.92	n/b		
548	Misc.	Stackable football sideline markers (11pieces)				196.56			
549	Misc.	Stackable football sideline markers (5pieces)				103.36			
550	Misc.	Storage Tote- Transparent/Clear with latching handles 30qt.	Rubermaid				n/b		
551	Misc.	Storage Tote- Transparent/Clear with latching handles 50qt.	Rubermaid				n/b		

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
552	Misc.	Storage Tote- Transparent/Clear with latching handles 66qt.	Rubermaid				n/b		
553	Misc.	Storage Tote- Transparent/Clear with latching handles 70qt.	Rubermaid				n/b		
554	Misc.	Storage Tote- Transparent/Clear with latching handles 95qt.	Rubermaid				n/b		
555	Misc.	Talkabout 2-way Radios- NOAA Weather, 35-mile range	Motorola	MR350R			n/b		
556	Misc.	Tournament Bocce Set				111.64	n/b		
557	Misc.	Training for speed, agility & quickness book		1248623		19.36	n/b		
558	Misc.	Trophies- 12"- Marble base, plastic columns, plastic figurines, metal inscribed face plate					n/b		
559	Misc.	Trophies- 14"- Marble base, plastic columns, plastic figurines, metal inscribed face plate					n/b		
560	Misc.	Trophies- 16"- Marble base, plastic columns, plastic figurines, metal inscribed face plate					n/b		
561	Misc.	Trophies- 18"- Marble base, plastic columns, plastic figurines, metal inscribed face plate					n/b		
562	Misc.	Trophies- 20"- Marble base, plastic columns, plastic figurines, metal inscribed face plate					n/b		
563	Misc.	Trophies- 22"- Marble base, plastic columns, plastic figurines, metal inscribed face plate					n/b		
564	Misc.	Whistle Lanyard black dz.		MSLNYDBK DZ		3.36	n/b		

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
565	Misc.	Whistle-black plastic		3059XXXXDZ		3.36	n/b		
566	Misc.	Resistance Bands- Latex- 8" Loops- Thin	Thera-Band				n/b		
567	Misc.	Resistance Bands- Latex- 8" Loops- Med	Thera-Band				n/b		
568	Misc.	Resistance Bands- Latex- 8" Loops- Heavy	Thera-Band				n/b		
569	Misc.	Resistance Bands- Latex- 8" Loops- Extra	Thera-Band				n/b		
570	Misc.	Resistance Bands- Latex- 12" Loops- Thin	Thera-Band			4.15	n/b		
571	Misc.	Resistance Bands- Latex- 12" Loops- Medium	Thera-Band			4.69	n/b		
572	Misc.	Resistance Bands- Latex- 12" Loops- Heavy	Thera-Band			5.11	n/b		
573	Misc.	Resistance Bands- Latex- 12" Loops- Extra	Thera-Band			5.48	n/b		
574	Misc.	Resistance Bands- Latex- 18" Loops- Thin	Thera-Band	1054729			n/b		
575	Misc.	Resistance Bands- Latex- 18" Loops- Medium	Thera-Band	MSSOCFLGY			n/b		
576	Misc.	Resistance Bands- Latex- 18" Loops- Heavy	Thera-Band	SN383PROW			n/b		
577	Misc.	Resistance Bands- Latex- 18" Loops- Extra	Thera-Band	SN7X212M		7.19	n/b		
578	Misc.	Resistance Tubes- 4ft with foam Handles- Light	Valeo	VCS77HXX		7.61	n/b		
579	Misc.	Resistance Tubes- 4ft with foam Handles- Medium	Valeo	VCS33XXX		7.95	n/b		
580	Misc.	Resistance Tubes- 4ft with foam Handles- Heavy	Valeo	VCS66HXX		68.02	n/b		
581	Misc.	75' tug of war rope		MTINSTRU		10.48	n/b		
582	Misc.	Foam balls(coated) 8.5"				7.98	n/b		
583	Misc.	Foam balls(uncoated) 8.5"		MTPENCAN24		20.31	n/b		
584	Misc.	Hula hoops 30"					n/b		
585	Misc.	Maple Cue Stick 48"					n/b		
586	Misc.	Pin pong balls				0.88	n/b		
587	Misc.	Pin pong paddles		MTRDSMLS		2.07	n/b		
588	Misc.	Rubber playground balls 10"		MTRETRIE		3.29	n/b		
589	Misc.	Rubber playground balls 8.5"		MTPENCAN		2.70	n/b		
590	Misc.	Softie Polo set		MTCSTRAP		90.16	n/b		
591	Misc.	Table top Air Hockey		TN300V42Y		510.00	n/b		
592	Soccer	Club Soccer goal net				75.46	n/b		

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
593	Soccer	Soccer Flag Set		VV5HXXXX		30.69	n/b		
594	Soccer	Soccer Net Pro/White		1272765		123.19	n/b		
595	Soccer	Soccer Nets				75.46	n/b		
596	Soccer	Voit Composition Soccerball/3	VOIT			3.33	n/b		
597	Soccer	Voit Composition Soccerball/5	VOIT			4.19	n/b		
598	Soccer	VoitComposition Soccerball/4	VOIT			3.72	n/b		
599	Soccer	SIZE 5 SOCCER BALL	MACGREGOR	MCS30005		6.92	n/b		
600	Soccer	SIZE 4 SOCCER BALL	MACGREGOR	MCS30004		6.58	n/b		
601	Soccer	SIZE 3 SOCCER BALL	MACGREGOR	MCS30003		6.22	n/b		
602	Soccer	4X6 SOCCER GOAL	FUNNETS	YL1150032		69.97	n/b		
603	Soccer	REPLCEMENT NET 3MM BLUE	FUNNETS	YL1150049		10.61	n/b		
604	Soccer	SOCCER GOALS		6660XXXX			n/b		
605	Soccer	SOCCER GOALS		1038873		594.56	n/b		
606	Soccer	SOCCER NETS		SN383SNRY		75.46	n/b		
607	Soccer	SHIN GUARDS		MCSG7WHS		2.36	n/b		
608	Soccer	SHIN GUARDS		MCSG9WHS		2.46	n/b		
609	Soccer	LOW PROFILE CONES		1040890		4.98	n/b		
610	Soccer	WIRE CARRIER		93095XXX		2.36	n/b		
611	Soccer	LARGE PROFILE CONES DZ		YL1273687		11.72	n/b		
612	Soccer	CORNER FLAGS		MSSOCFLG		30.69	n/b		
613	Soccer	JUNIOR SOCKS		C20J		21.41	n/b		
614	Soccer	YOUTH SOCKS		C20Y		21.72	n/b		
615	Soccer	ADULT SOCKS		C20V		21.88	n/b		
616	Soccer	ELECTRIC INFLATOR		MSECOELEY		51.12	n/b		
617	Soccer	BALL BAGS		SNBCNETB		2.98			
618	Soccer	CHOICE KEEPER JERSEY	SCORE	YL1215496		9.59			
619	Soccer	GOALKEEPER JERSEY		C90KR			n/b		
620	Soccer	UNISEX JERSEY		1028300			n/b		
621	Soccer	COSTA RICA TEAM PACKAGE	SCORE	YL1205275		18.52	n/b		
622	Soccer	SYDNEY LEAGUE SHORT	SCORE	YL1213867		7.96	n/b		
623	Soccer	CAMEROON TEAM PACKAGE	SCORE	YL1205251		20.74	n/b		
624	Soccer	CHILE TEAM PACKAGE	SCORE	YL1205268			n/b		

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
625	Soccer	INFLATING NEEDLES		MSNEDPAC6		0.71	n/b		
626	Soccer	REFEREE JERSEY		C58		13.31	n/b		
627	Soccer	LANYARDS		MSLNYD—DZ		2.36	n/b		
628	Soccer	WHISTLES		3059XXXXDZ		3.36	n/b		
629	Tennis	75 Ball Instructor	BALLHOPPER			28.26	n/b		
630	Tennis	Max-Net Tennis Set				99.48	n/b		
631	Tennis	Penn 1 Championship balls	PENN			3.70	n/b		
632	Tennis	Penn Practice/Coach balls	PENN			2.84	n/b		
633	Tennis	Quick start Tennis 36 Count				45.68	n/b		
634	Tennis	Quick start Tennis 60 Count				45.68	n/b		
635	Tennis	Rol-Dri Seamless	ROL-DRI			29.59	n/b		
636	Tennis	Tennis Ball Retriever	BALLHOPPER			28.26	n/b		
637	Tennis	Tennis Balls penn yellow	PENN			3.70	n/b		
638	Tennis	Tennis Net Center Straps	MACGREGOR			2.53	n/b		
639	Tennis	Tennis Nets	MACGREGOR			76.78	n/b		
640	Tennis	Tennis Post Reel				103.22	n/b		
641	Volleyball	Rubber Volleyball	VOIT			3.41	n/b		
642	Volleyball	Rubber Volleyball	VOIT			3.69	n/b		
643	Volleyball	Super Touch NCAA Volleyball	Molten			42.81	n/b		
644	Volleyball	Volleyball	Tachikara SV-5WH			36.10	n/b		
645	Volleyball	Volleyball	Tachikara SV-5W Gold			41.80	n/b		
646	Cheerleading	Long sleeve mock turtle neck shirts;white;100% cotton; double thickness to mock turtle; needs to be embroidered with PAL-Cheer megaphone (must match 2012 PAL season shirt)				14.47	14.47		
****ALL CHEERLEADING TOPS MUST INCLUDE 3 COLOR SIX INCH TACKLE TWILL LOGO****									

SPORTING GOODS 2013

#	Category	Description	Brand or equal	Item #	calree	passons	riddell	absolute	pjs
647	Volleyball	Twist lock net hooks (50 pack) on STNETCLP soccer net clips				14.89	n/b		
648	Volleyball	Volleyball net	SNVBSC32Y			21.49	n/b		
649	Misc.	Floor tape 2" x 60 yds.	FTAP 26	SNVBSC32Y		6.23	n/b		

02.20.13
130143

ADOPTED

TOWN OF RIVERHEAD

Resolution # 143

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
FERTILIZER & LAWN CHEMICALS**

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 FERTILIZER & LAWN CHEMICALS FOR THE TOWN OF RIVERHEAD and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the FEBRUARY 21, 2013 issue of the News Review.

NOW , THEREFORE BE IT, RESOLVED, that all Town 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 the purchase of FERTILIZER & LAWN CHEMICALS for use by the Town of Riverhead will be received by the Town Clerk of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York, 11901 until until 11:05 am on MARCH 15, 2013 at which time they will be publicly opened and read aloud.

Bid Packets including specifications may be examined and/or obtained on FEBRUARY 21ST, 2013 on the Town's website at www.townofriverheadny.gov, click on bid requests; or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked bids for "FERTILIZER & LAWN CHEMICALS 2013". Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and 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

02.20.13
130144

ADOPTED

TOWN OF RIVERHEAD

Resolution # 144

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
PROPANE FUEL**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for PROPANE FUEL for the Town of Riverhead, and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the FEBRUARY 21, 2013 issue of the News Review.

NOW , THEREFORE BE IT, RESOLVED, that all Town 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 the purchase of PROPANE FUEL for use by the Town of Riverhead will be received by the Town Clerk of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York, 11901 until 11:10 am on MARCH 15, 2013 at which time they will be publicly opened and read aloud.

Bid Packets including specifications may be examined and/or obtained on FEBRUARY 21ST, 2013 on the Town's website at www.townofriverheadny.gov, click on bid requests; or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked bids for "PROPANE FUEL 2013". Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and 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

02.20.13
130145

ADOPTED

TOWN OF RIVERHEAD

Resolution # 145

APPOINTS A CALL-IN RECREATION LEADER TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In Recreation Leader is needed by the Riverhead Town Recreation Department for work in recreation programs,

NOW THEREFORE BE IT RESOLVED, that effective February 21, 2013 this Town Board hereby appoints Kristina Amato to the position of Call-In Recreation Leader II, Level 6, to be paid the rate of \$14.85 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

02.20.13
130146

ADOPTED

TOWN OF RIVERHEAD

Resolution # 146

**AUTHORIZES THE SUPERVISOR TO EXECUTE A
STIPULATION OF AGREEMENT WITH THE
RIVERHEAD TOWN SUPERIOR OFFICERS ASSOCIATION, INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

NOW THEREFORE BE IT RESOLVED,

RESOLVED, that the Town Board hereby ratifies and approves the provisions of the stipulation of agreement by and between the Riverhead Town Superior Officers Association, Inc. and the Town of Riverhead for the contract covering the years 2012-2015 and authorizes the Town Supervisor to execute same, and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Financial Administrator, Personnel Director, SOA President, Chief of Police and the Town Attorney; 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

02.20.13
130147

ADOPTED

TOWN OF RIVERHEAD

Resolution # 147

ESTABLISHES TRAVEL AND CONFERENCE POLICY

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the purpose of such a policy is to help Town employees understand travel rules and regulations and provide instruction on how to be reimbursed for their expenses.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead does hereby adopt the attached Travel and Conference Policy and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Financial Administrator and the Town Attorney's Office; 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 Travel Policy and Procedures

Introduction

The following directive provides information and guidance regarding Town of Riverhead policies and procedures pertaining to employee travel for conferences, seminar classes etc., its authorization and submission of claims for reimbursement of expenses. It is intended to assist employees and others who are required to travel in the performance of their duties, as well as personnel responsible for the administration of travel regulations.

NOTE: *Rules and regulations in this directive will address the majority of Town of Riverhead travel.*

Official Town of Riverhead travel is either related to:

1. Temporary duty away from the official duty station
2. Local travel in and around the official duty station.
3. Travel to maintain education, licensing and/or certification

It is essential that the employee's travel is authorized with a written approval showing sufficient funds for the expenses that will be incurred. **In all cases, travelers are expected to exercise the same care in spending public funds that a prudent person would exercise when traveling on personal business.**

Policy Statement

Town of Riverhead travel is generally defined as transportation on Town of Riverhead business in **excess of one's normal commute**. Town of Riverhead -approved travel includes travel on official Town of Riverhead business from normal place of employment (200 Howell Ave.) to another destination, and return to home or normal place of employment. Town of Riverhead approved travel does not include commuting between home and normal place of employment. It is the policy of Town of Riverhead to reimburse staff for appropriate, and approved travel-related costs and activities. The policies and procedures herein apply to all sources of departmental funds and Town of Riverhead appropriations.

Employees are responsible for following this policy and, if applicable, additional policies of their particular department.

Travel reimbursements will only be granted if the proper documentation is submitted. Auditors review expenditures for Town of Riverhead travel using the same standards

that apply to travel by Federal employees. Town of Riverhead travel policy follows these guidelines and it applies to all employees that travel away from normal business locations (200 Howell Ave.). Individuals should be familiar with the specific cost allowability and limits provided by their respective departments funding. In no case will an amount be reimbursed that is larger than allowed under the Town of Riverhead policies and procedures. Town of Riverhead requires prior written approval if travel exceeds the budgeted amount. Please consult with your department head / Supervisor's office **PRIOR TO SPENDING FUNDS.**

Policy:

All requests for travel / conference fees / meals / mileage must be presented with a Purchase Requisition in correct form.

1- All Overnight Travel must have Department Head and Town of Riverhead Board approval by a Town Board Resolution.

2 - All travel and conference **not** requiring overnight stay will have approval from department head and Town Supervisor.

3 - All travel expenses **MUST BE APPROVED PRIOR** to conference date and submitted on the attached form.

4 –Reimbursement pertaining to conferences/education for the purpose of maintaining licensing and or certification to keep Town of Riverhead employees current to perform necessary Town of Riverhead responsibilities must be approved by the department head and the Town Supervisor. Must adhere to union contract.

Expenses Eligible for Reimbursement:

Ground Transportation

Taxi fares, trains, are reimbursable where automobile transportation is not practical. This includes taxis between hotels and railroad stations or airports, between appointments or between hotels and places of temporary duty. Mileage is reimbursable at the current rate specified by the IRS. Mileage reimbursement at the current IRS rate will be inclusive of automobile insurance, maintenance, repairs, gas etc. Receipts are required for reimbursement on public transportation usage and a MapQuest or similar document is required on ALL mileage reimbursements. **NO reimbursements will be made by the Town of Riverhead without proper documentation.**

Lodging

Travelers must book standard accommodations in reasonably priced, commercial-class hotels and motels. Use of preferred hotel vendors is encouraged (contact Town of Riverhead Purchasing Dept.). Travelers will ask for municipal discounts at all hotels and motels, many of which charge reduced rates to those who identify themselves as a municipality. Travelers will be reimbursed for the reasonable **(limited to US General**

Services Per Diem Rates)and actual cost of lodging. Conference-site hotels will be reimbursed at the actual cost. Hotels / Motels will be paid directly and in accordance with pricing stated on Purchase Order whenever possible.

*****UNDER NO CIRCUMSTANCE WILL THE TOR REIMBURSE FOR MOVIES, IN ROOM MEALS OR ALCOHOL**

Meals and Incidentals

Meals will be reimbursed in the amount allowed based on the US General Services Per Diem Rates. (See <http://www.gsa.gov/portal/category/100120> for current rates.)

Sales Tax

The Town of Riverhead will not reimburse sales tax. When feasible the employee must obtain a sales exempt certificate from the Town of Riverhead accounting office prior to incurring expenses and ascertain it is being used by the vendor. Certain non-exempt hotel occupancy taxes will be paid.

Tips

The Town of Riverhead will pay for tips only when necessary and with proper documentation. Tip reimbursement will be capped at 15% of the service provided and must be accompanied by a signed receipt.

*** If the proper documentation/receipts pertaining to the respective request for reimbursement are not followed according to this policy the payment will be denied and vendor payment will be the responsibility of the traveler.

Town of Riverhead

Travel Budget Request

Employee: _____

Department: _____

Destination: _____

Dates of Travel: _____

Purpose of Travel: _____

Proposed Budget:

1) Seminar Fees: _____

2) Travel: \$ _____

Air Travel (Overnight Only):

Taxi:

Train or Bus:

Town Vehicle (Gas):

Personal Vehicle (IRS Rate x # of Miles):

3) Lodging (Overnight Only) (See Per Diem Limits): _____

4) Meals (See Per Diem Rates -Includes Incidentals): _____

Employee Signature: _____

Department Head Signature: _____

02.20.13
130148

ADOPTED

TOWN OF RIVERHEAD

Resolution # 148

2013 WASHINGTON AVENUE CULVERT

BUDGET ADOPTION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Resolution #110 adopted 2/5/13 declared Washington Avenue a public emergency due to Super Storm Sandy and authorized the repair and reconstruction of the culvert.

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

		<u>FROM</u>	<u>TO</u>
406.095031.481111.45118	Transfer from Highway	78,000	
406.051100.541301.45118	Road Reconstruction		78,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Engineering, Highway and the Accounting Departments.

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 # 149

**ACCEPTS 100% SITE PLAN SECURITY OF HAMPTON JITNEY INC.
(GEOFFREY LYNCH)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Hampton Jitney Inc. posted Capital One Bank Irrevocable Letter of Credit No. 30003634 in the amount of Seventy Thousand Dollars (\$70,000.00) representing site plan security in connection with Riverhead Planning Board Resolution #2012-557, dated November 15, 2012, for the construction of a 24,615 sq. ft. two-story passenger terminal, a one-story 22,028 sq. ft. motor coach maintenance facility, two fueling stations with canopies and other associated improvements, upon real property located on the west side of Edwards Avenue, Calverton, New York, further described as Suffolk County Tax Map #0600-117-1-8.6, pursuant to Section 108-133 (l) of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said security and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the above referenced performance security in the sum of Seventy Thousand Dollars (\$70,000.00) issued to the Town of Riverhead; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a copy of this resolution to Hampton Jitney, Inc., Geoffrey Lynch, President, 395 County Road 39A, Southampton, New York, 11968; 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

02.20.13
130150

ADOPTED

TOWN OF RIVERHEAD

Resolution # 150

**APPROVES CHAPTER 90 APPLICATION OF THE
AMERICAN CANCER SOCIETY
("Bark for Life" - Dog Walk to Fight Cancer – April 28, 2013)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on January 24, 2013, the American Cancer Society submitted a Chapter 90 Application for the purpose of conducting a fund-raiser event entitled "Bark for Life", to include a dog walk to raise awareness in the fight against cancer, to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Sunday, April 28, 2013, between the hours of 11:00 a.m. and 4:00 p.m.; and

WHEREAS, the American Cancer Society 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, a certificate of insurance has been received; 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 American Cancer Society for the purpose of conducting a fund-raising event entitled "Bark for Life", to include a dog walk to raise awareness in the fight against cancer, to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Sunday, April 28, 2013, between the hours of 11:00 a.m. and 4:00 p.m. is hereby approved; and be it 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 Agency 102 (Tents & Membrane Structures); 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 it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee due to the applicant's not-for-profit status; 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 American Cancer Society, 75 Davids Drive, Hauppauge, NY, 11788, Attn: Katherine Hawkins; 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

02.20.13
130151

ADOPTED

TOWN OF RIVERHEAD

Resolution # 151

**APPROVES CHAPTER 90 APPLICATION OF THE
AMERICAN HEART ASSOCIATION
("Healing Heart 5K Run/Walk" at Martha Clara Vineyard – May 19, 2013)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on February 6, 2013, the American Heart Association submitted a Chapter 90 Application for the purpose of conducting an event entitled "Healing Heart 5K Run/Walk" to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Sunday, May 19, 2013, between the hours of 8:00 a.m. and 2:00 p.m.; and

WHEREAS, the American Heart Association 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 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 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 American Heart Association for the purpose of conducting an event entitled "Healing Heart 5K Run/Walk" to be held at Martha Clara Vineyards located at 6025 Sound Avenue, Riverhead, New York, on Sunday, May 19, 2013, between the hours of 8:00 a.m. and 2:00 p.m., is hereby

approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee due to the applicant's not-for-profit status; 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 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 Agency 102 (Tents & Membrane Structures); 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 the Town Clerk is hereby authorized to forward a copy of this resolution to the American Heart Association, 125 East Bethpage Road, Suite 100, Plainview, NY, 11803; 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 # 152

APPOINTING THE FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER & YAKABOSKI, LLP. SPECIAL COUNSEL WITH RESPECT TO CLAIM AGAINST MHC THURMS LLC AND HOMETOWN THURMS ESTATE, LLC,

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead intends to pursue a claim against MHC Thurms LLC and Hometown Thurms Estate, LLC, and any other parties as may be deemed necessary for underpayment of the Peconic Bay Transfer Tax; and

WHEREAS, the Town Attorney's office has recommended that the matter be handled by outside counsel;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., be retained as special counsel in the aforementioned matter and same are authorized to retain the services of experts, as needed; and

BE IT FURTHER RESOLVED, that the Riverhead Town Board hereby approves the attached Retainer Agreement from Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP.; and

BE IT FURTHER RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to execute the attached Retainer Agreement; and

RESOLVED, that the Supervisor is hereby authorized to execute the attached retainer agreement and the Town Clerk is hereby directed to forward a copy of this resolution and executed agreement to Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York; 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

RETAINER AGREEMENT

AGREEMENT made this ____ day of February, 2013, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # ____ of the Town Board adopted on _____ as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.
2. The Town agrees to pay the Firm at an hourly rate of \$175 an hour for partners; \$175 an hour for associates and \$85 an hour for paralegals.
3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By: _____
Sean Walter
Town Supervisor

Smith, Finkelstein, Lundberg,
Isler and Yakaboski, LLP

By: _____
FRANK A. ISLER

TOWN OF RIVERHEAD

Resolution # 153

**AUTHORIZES THE SUPERVISOR TO EXECUTE POLLING PLACE AGREEMENTS
WITH SUFFOLK COUNTY BOARD OF ELECTIONS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Suffolk County Board of Elections (SCBOE) wishes to use the George C. Young and the Riverhead Senior Center as polling places for the primary and general 2013 and 2014 elections; and

WHEREAS, the locations have been previously used as polling places and thus, are familiar to the voters within the Town of Riverhead; and

WHEREAS, the Town of Riverhead desires to provide such locations to SCBOE as provided in accordance with the terms and conditions set forth in the agreements.

NOW THEREFORE BE IT RESOLVED, that the Town Board, be and hereby, authorizes the Supervisor to execute the Polling Place Contracts for 2013 and 2014 for the George C. Young and the Riverhead Senior Center in substantially the forms annexed hereto, 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



BOARD OF ELECTIONS

COUNTY OF SUFFOLK
PO BOX 700
YAPHANK, NEW YORK 11980-0700
Tel. (631) 852-4500

TTY (631) 852-4540

FAX (631) 852-4590

Commissioners

Anita S. Katz
Wayne T. Rogers

Deputy Commissioners

Jeanne C. O'Rourke
William J. Ellis

POLLING PLACE CONTRACT FOR 2013 AND 2014

LESSOR: TOWN OF RIVERHEAD

MR. SEAN M. WALTER, SUPERVISOR (X251)
200 HOWELL AVE
RIVERHEAD NY 11901

LESSEE: Suffolk County Board of Elections

P.O. Box 700
Yaphank, New York 11980-0700

This Agreement, between TOWN OF RIVERHEAD, hereinafter referred to as the Lessor, and the Suffolk County Board of Elections, hereinafter referred to as the SCBOE, is for the leasing of certain premise(s) located at **GEORGE YOUNG COMM. CENTER, S JAMESPORT AVE, JAMESPORT NY 11947**, hereinafter referred to as the Polling Place, to be designated the official polling place for Election District(s) **8, 16 in the Town of Riverhead** to be used by the SCBOE on Primary and General Election Days. Said premises is to be situated on the ground floor located conveniently for the voting public and shall be reserved for use solely and exclusively as a polling place. The Certificate of Insurance for this building will be issued to the District office.

In compliance with Section 8-102 of the New York State Election Law, it is further agreed that said Lessor shall assign a custodian who shall ensure that the Polling Place is open at least one-half hour prior to the official time of opening.

It is hereby further resolved that said Polling Place shall be used on the date of any and all Primary and/or Special Election conducted by the Suffolk County Board of Elections, including but not limited, to the following dates and times:

Primary Election:	TUESDAY, SEPTEMBER 10, 2013	5:00AM thru 10:00PM.
General Election:	TUESDAY, NOVEMBER 5, 2013	5:00AM thru 10:00PM.
Primary Election:	SEPTEMBER 2014	5:00AM thru 10:00PM.
General Election:	TUESDAY, NOVEMBER 4, 2014	5:00AM thru 10:00PM.

Section 8-108 of New York State Election Law sets the date of the Primary Election, however this date may be changed by New York State Legislature. Under New York State Election Law, if there are no contests, there will be no Primary Election.

If a Primary or Special Election is to be held, the SCBOE shall advise the Lessor 20 days in advance of said Election.

In witness thereof, we hereby set our hands and seal this 8th day of January, 2013.

Anita S. Katz

Commissioner Anita S. Katz

Wayne T. Rogers

Commissioner Wayne T. Rogers

Accepted by:

(Signature of Lessor or Agent of Lessor lawfully authorized to execute this Agreement)

MR. SEAN M. WALTER
(Name)

TOWN OF RIVERHEAD
200 HOWELL AVE
RIVERHEAD NY 11901

(Address)

Dated:

SUPERVISOR (X251)
(Title)

727-3200
(Telephone Number)



BOARD OF ELECTIONS

COUNTY OF SUFFOLK
PO BOX 700
YAPHANK, NEW YORK 11980-0700
Tel. (631) 852-4500

TTY (631) 852-4540

FAX (631) 852-4590

Commissioners

Anita S. Katz
Wayne T. Rogers

Deputy Commissioners

Jeanne C. O'Rourke
William J. Ellis

POLLING PLACE CONTRACT FOR 2013 AND 2014

LESSOR: TOWN OF RIVERHEAD

MR. SEAN M. WALTER, SUPERVISOR (X251)
200 HOWELL AVE
RIVERHEAD NY 11901

LESSEE: Suffolk County Board of Elections

P.O. Box 700
Yaphank, New York 11980-0700

This Agreement, between TOWN OF RIVERHEAD, hereinafter referred to as the Lessor, and the Suffolk County Board of Elections, hereinafter referred to as the SCBOE, is for the leasing of certain premise(s) located at **RIVERHEAD SENIOR CENTER, 60 SHADE TREE LANE, AQUEBOGUE NY 11931**, hereinafter referred to as the Polling Place, to be designated the official polling place for Election District(s) **7, 13, 21 in the Town of Riverhead** to be used by the SCBOE on Primary and General Election Days. Said premises is to be situated on the ground floor located conveniently for the voting public and shall be reserved for use solely and exclusively as a polling place. The Certificate of Insurance for this building will be issued to the District office.

In compliance with Section 8-102 of the New York State Election Law, it is further agreed that said Lessor shall assign a custodian who shall ensure that the Polling Place is open at least one-half hour prior to the official time of opening.

It is hereby further resolved that said Polling Place shall be used on the date of any and all Primary and/or Special Election conducted by the Suffolk County Board of Elections, including but not limited, to the following dates and times:

Primary Election:	TUESDAY, SEPTEMBER 10, 2013	5:00AM thru 10:00PM.
General Election:	TUESDAY, NOVEMBER 5, 2013	5:00AM thru 10:00PM.
Primary Election:	SEPTEMBER 2014	5:00AM thru 10:00PM.
General Election:	TUESDAY, NOVEMBER 4, 2014	5:00AM thru 10:00PM.

Section 8-108 of New York State Election Law sets the date of the Primary Election, however this date may be changed by New York State Legislature. Under New York State Election Law, if there are no contests, there will be no Primary Election.

If a Primary or Special Election is to be held, the SCBOE shall advise the Lessor 20 days in advance of said Election.

In witness thereof, we hereby set our hands and seal this 8th day of January, 2013.

Anita S. Katz

Commissioner Anita S. Katz

Wayne T. Rogers

Commissioner Wayne T. Rogers

Accepted by:

(Signature of Lessor or Agent of Lessor lawfully authorized to execute this Agreement)

MR. SEAN M. WALTER
(Name)

TOWN OF RIVERHEAD
200 HOWELL AVE
RIVERHEAD NY 11901

(Address)

Dated:

SUPERVISOR (X251)
(Title)

727-3200
(Telephone Number)

TOWN OF RIVERHEAD

Resolution # 154

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH EAST END OYSTERS TO ALLOW THE INSTALLATION OF FLOATING UPWELLER SYSTEMS (FLUPSY) IN EAST CREEK

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Peconic Estuary Management Conference has identified six priority management issues facing the estuary, one of which is the threat to habitat and living resources; and

WHEREAS, the Peconic watershed contains a large variety of natural communities, all of which are important to the ecology and productivity of the ecosystem; and

WHEREAS, East End Oysters is in the business of cultivating oysters, scallops and hard clams for the purpose of providing cultivated shellfish to entities wishing to aid in the proliferation of shellfish; and

WHEREAS, East End Oysters wishes to install two (2) Floating Upweller Systems in East Creek for the purposes of cultivating shellfish; and

WHEREAS, it is in the best interests of the residents of the Town of Riverhead to encourage such environmental companies to locate within the Township; and

WHEREAS, East End Oysters has agreed to provide monthly tours of its East Creek facility.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the attached License Agreement with East End Oysters; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to East End Oysters, P.O. Box 693, Miller Place, New York, 11764; 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

02.20.13
130155

ADOPTED

TOWN OF RIVERHEAD

Resolution # 155

AUTHORIZES SUPERVISOR TO EXECUTE AMENDED AGREEMENT WITH RIVERHEAD YOUTH SPORTS, INC FOR REFEREE/UMPIRE SERVICES FOR TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE GIRLS AND BOYS LACROSSE AND FOOTBALL PROGRAM FOR 2013 CALENDAR YEAR

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution #130 adopted by the Riverhead Town Board on February 5, 2013, the Supervisor was authorized to enter into an agreement with Riverhead Youth Sports, Inc. for referee services for 2012 Girls Lacrosse, 2012 Boys Lacrosse, and 2012 Football Program(s) part of and affiliated with Town of Riverhead Police Athletic League in an amount not to exceed \$2880.00, \$2580.00 and \$7000.00, respectively; and

WHEREAS, such agreement with Riverhead Youth Sports, Inc. requires an amendment to increase referee fees regarding 2013 Boys Lacrosse from \$2580.00 to \$2690.00; and

WHEREAS, the County of Suffolk PAL creates the football league rosters for numerous towns, including the Town of Riverhead PAL Football League, and requires that all PAL leagues register with Payment Processing, Inc.; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an amended agreement with Riverhead Youth Sports, Inc. for referee services for 2013 Girls Lacrosse, 2013 Boys Lacrosse, and 2013 Football Program(s) part of and affiliated with Town of Riverhead Police Athletic League and in an amount not to exceed \$2880.00, \$2690.00 and \$7000.00, respectively and authorizes the Chief of Police and/or Financial Administrator to execute the Payment Processing, Inc. registration agreement; and

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

The Resolution Was Thereupon Duly Declared Adopted

**AMENDED AGREEMENT BETWEEN TOWN OF RIVERHEAD ON BEHALF OF
TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE AND
RIVERHEAD YOUTH SPORTS, INC.**

THIS AGREEMENT made and entered into this ____ day of February, 2013, by and between the Town of Riverhead, a municipal corporation duly existing under the laws of the State of New York, (hereinafter referred to as the "Town"), with its principal place of business located at 200 Howell Avenue, Riverhead, NY and Riverhead Youth Sports, Inc., having an address at P.O. Box 888, Riverhead, NY 11901.

WHEREAS, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

WHEREAS, the Riverhead Youth Sports, Inc. provides professional officials to referee games; and,

WHEREAS, the Riverhead Youth Sports, Inc. has offered to provide professional officials to referee games for the 2013 Girls and Boys Lacrosse programs offered to girls and boys in Riverhead and the Football program(s) offered to boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

WHEREAS, by Resolution # _____ adopted on February 20, 2013, the Town Board authorized the Supervisor to enter into an amended agreement with Riverhead Youth Sports, Inc. for referee services for 2013 Girls Lacrosse, 2013 Boys Lacrosse, and 2013 Football Program(s) as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$2880.00, \$2690.00 and \$7000.00, respectively, and authorizes the Chief of Police and/or Financial Administrator to execute the Payment Processing, Inc. registration agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

SECTION 1. Purpose:

The purpose of this Agreement is to contract with Riverhead Youth Sports, Inc. to provide and arrange for officiating services for the girls and boys lacrosse programs and football program offered as part of and affiliated with the Town of Riverhead Police Athletic League to increase the public health, safety, and quality of life for the youth of the Town of Riverhead. The extent of the Town's payment for services hereunder to Riverhead Youth Sports, Inc. is intended to provide social and recreational programs and services that enable youth, especially from poor or otherwise disadvantaged family backgrounds, to participate in these healthy and productive programs to reduce crime and increase youth opportunities for productive activities within the community.

SECTION 2. Scope of Work:

Riverhead Youth Sports, Inc. shall provide and arrange for officiating services for the 2013 Girls and Boys Lacrosse and the Boys Football(s) Program offered to the youth of Riverhead as part of and affiliated with the Town of Riverhead Police Athletic League.

SECTION 3. Duration of Contract:

The term of this agreement shall commence on February 15, 2013 and expire at the end of the 2013 Town of Riverhead Police Athletic League Boys Football season.

SECTION 4. Consideration:

As consideration for the services provided, as specified in Paragraph 2, the Town will reimburse or provide *payment the Riverhead Youth Sports, Inc. for a sum of money not to exceed \$2880.00 for 2013 Girls Lacrosse; \$2690.00 for the 2013 Boys Lacrosse and \$7000.00 for 2013 Football Program to provide and arrange for officiating services for said program(s) that are part of and affiliated with the Town of Riverhead Police Athletic League during the contract period. Riverhead Youth Sports, Inc. may submit vouchers seeking payment or reimbursement for monies spent on officiating services on a biweekly or monthly basis during the contract period. *To the extent that Riverhead Youth Sports, Inc. seeks payment prior to completion of officiating services, Riverhead Youth Sports, Inc. shall be required to provide the Town with documentation to substantiate costs related to such services within 60 days. It is agree and understood that consideration is limited to payment or reimbursement of monies/costs related to officiating services and no additional costs, charges, or fees are permitted under this agreement.

SECTION 5. Relationship:

The Town and Riverhead Youth Sports, Inc. intend that an independent contractual relationship be created by this contract. The Riverhead Youth Sports, Inc. is not considered to be an employee of the Town for any purpose and neither the Riverhead Youth Sports, Inc. nor any employee of the Riverhead Youth Sports, Inc. shall be entitled to any of the benefits the Town provides for the Town's employees, including, but no limited to, health insurance, sick or annual leave, or workers compensation. The Riverhead Youth Sports, Inc. specifically represents and stipulates that the Riverhead Youth Sports, Inc. is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that the Riverhead Youth Sports, Inc. is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. The terms of this agreement are not intended to create any duties, obligations or liabilities to any third parties. Neither party intends this agreement to create any third-party beneficiaries to this agreement.

SECTION 6. Suspension, Termination, and Close Out:

If the Riverhead Youth Sports, Inc. fails to comply with the terms and conditions of this contract, the Town may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

SECTION 7. Changes, Amendment, Modifications:

The Town and Riverhead Youth Sports, Inc. may, agree from time to time, to change or modify the Scope of Work to be performed hereunder. Any such change, amendment or modification shall be in writing and signed by all parties.

SECTION 8. Assignability:

The Riverhead Youth Sports, Inc. shall not assign any interest on this contract and shall not transfer any interest on the contract without prior written consent of the Town.

SECTION 9. Reports and Information:

The Riverhead Youth Sports, Inc., at such times as and in such form as the Town may require, shall furnish the Town such periodic reports, including an accounting for the expenditures of Town funds, as it may request pertaining to the work of services undertaken pursuant to the contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

SECTION 10. Liability and Indemnification:

The Riverhead Youth Sports, Inc. agrees to hold the Town harmless and shall indemnify and defend all claims, demands, or suits of law or equity arising from the negligent or intentionally wrongful actions or omissions of the Riverhead Youth Sports, Inc. or the Riverhead Youth Sports, Inc. officials or agents in providing the services called for under this agreement.

SECTION 11. Severability:

If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining portion.

IN WITNESS WHEREOF, the Town and the Riverhead Youth Sports, Inc. have executed this contract agreement as of the date and year last written below:

TOWN OF RIVERHEAD:

Supervisor

Date

Attest:

Town Clerk

Town Attorney

Riverhead Youth Sports, Inc

Riverhead Youth Sports, Inc President

Date

02.20.13
130156

ADOPTED

TOWN OF RIVERHEAD

Resolution # 156

**AUTHORIZES THE SUPERVISOR TO EXECUTE A RIDER
AGREEMENT FOR CONSULTANT/PROFESSIONAL SERVICES WITH
NEXTIRAONE, LLC D/B/A BLACK BOX NETWORK SERVICES**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #790 adopted by the Riverhead Town Board on October 19, 2010, the Supervisor was authorized to enter into an Amended Renewal Agreement with NextiraOne, LLC d/b/a Black Box Network Services for telephone service and maintenance at various Town buildings, which included a term period from November 1, 2012 to October 31, 2012; and

WHEREAS, by Resolution #856 adopted by the Riverhead Town Board on November 7, 2012, the Supervisor was authorized to execute a Rider Agreement which extended the term period of the Agreement ending October 31, 2012 from November 1, 2012 to February 28, 2013; and

WHEREAS, such Rider Agreement with NextiraOne, LLC d/b/a Black Box Network Services requires an amendment to extend the term period from March 1, 2013 to August 31, 2013; and

WHEREAS, NextiraOne, LLC d/b/a Black Box Network Services is ready, willing and able to continue to provide maintenance of the subject buildings' telephone systems for a fee of \$10,418.20 for the period March 1, 2013 to August 31, 2013.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Rider Agreement for Consultant/Professional Services with NextiraOne, LLC d/b/a Black Box Network in substantially the same form as annexed hereto and subject to review and recommendation by the Office of the Town Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to NextiraOne, LLC d/b/a Black Box Network Services, Attn: Patty Lewis, 122 E. 42nd Street, Suite 630, New York, NY 10168; 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

RIDER AGREEMENT FOR CONSULTANT/PROFESSIONAL SERVICES

This Rider Agreement made the _____ of March, 2013, between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as "Town") and NextiraOne, LLC, d/b/a Black Box Network Services, with a principal place of business at 5050 Lincoln Drive, Suite 300, Minneapolis, MN 55436 (hereinafter referred to as "Consultant").

In consideration of the mutual promises herein contained, Town and Consultant agree as follows:

1. SCOPE OF SERVICES

Town and Consultant executed an Agreement regarding telephone service and maintenance on November 1, 2010, which included a term period from November 1, 2010, to October 31, 2012. Town and Consultant extended the term period of the above-referenced Agreement from November 1, 2012 to February 28, 2013. Town and Consultant hereby mutually agree to extend the term period of the above-referenced Agreement from March 1, 2013 to August 31, 2013. Town and Consultant hereby agree that all of the terms and conditions incorporated in the Agreement ending October 31, 2012, with the exception of the pricing for maintenance services, shall be extended and in effect during this Rider period from March 1, 2013 to August 31, 2013, and such terms and conditions are incorporated by reference herein as if recited in their entirety herein. During the term of this Agreement, Consultant shall also furnish the services set forth in Schedule A attached hereto and made a part hereof. In the event of a conflict between this Rider Agreement and the attached Schedule A, this Rider Agreement shall control. These services are to be rendered by Consultant as an independent contractor and not as an employee of the Town.

2. TERM OF AGREEMENT

This Rider Agreement shall commence on March 1, 2013, and terminate on August 31, 2013.

3. PAYMENT

Town will pay Consultant in the amount of \$10,418.20 (TEN THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS and TWENTY CENTS) for maintenance services payable within 60 days of receipt of a fully executed Rider Agreement and submission of a proper invoice with all attendant documentation. The Town shall not have any liability for any other expenses or costs incurred by Consultant. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Rider Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Rider Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Rider Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Rider Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Rider Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Rider Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Rider Agreement.

5. PUBLICITY

Consultant shall not, without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Rider Agreement with Consultant. Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, written material of any kind without the prior written consent of at least three members of the Town board or by resolution of the Town Board.

6. ASSIGNMENT AND SUBCONTRACTING

Performance of any part of this Rider Agreement may not be subcontracted nor assigned without, in each case, the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

7. RECORDS

Consultant shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this Rider Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Rider Agreement.

8. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Rider Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Rider Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is

agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Rider Agreement or schedules annexed hereto and made a part hereof.

9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to NextiraOne, LLC, d/b/a Black Box Network Services, 5050 Lincoln Drive, Suite 300, Minneapolis, MN 55436, with a copy to Black Box Corporation, 1000 Park Drive, Lawrence, PA 15055, Attn: General Counsel.

10. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Rider Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. With the exception of Consultant's April 30, 2006, guilty plea to one count of wire fraud in the District of South Dakota arising from its participation in the E-Rate Program, a program supervised by the Federal Communications Commission ("FCC") to provide discounted telecommunications products and services to schools and libraries, Consultant represents that Consultant has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional and technical discipline.

11. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Rider Agreement.

12. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the Town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Rider Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

13. DISCLOSURE

The Town shall have the right, in its discretion, to disclose the terms and conditions of this Rider Agreement (as it may be amended from time to time), including but not limited to amounts paid pursuant hereto, to agencies of the local, state and federal government.

14. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town on demand. Notwithstanding the above, any dispute arising under this Rider Agreement which is not settled by agreement of the parties may be settled by appropriate legal proceedings, such venue being Suffolk County, New York. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Rider Agreement, Consultant shall proceed diligently with the performance of this Rider Agreement in accordance with the decision of Town.

IN WITNESS WHEREOF, the parties hereto have executed this Rider Agreement as of the date first above written.

By: Sean M. Walter, Supervisor
TOWN OF RIVERHEAD

By:
Title:
NextiraOne, LLC,
d/b/a as Black Box Network Services

**Customer Inventory Schedule A/ Master Exhibit A
Town of Riverhead**

SITE NAME	CUST #	STREET ADDRESS	CITY	ST	ZIP	SYSTEM TYPE	VM & ADD'L APPLICATIONS	SERVICE PLAN	MAINT. START DATE	MAINT. END DATE	ANNUAL MAINT. AMOUNT	MAINT. AMOUNT 03/01/13 - 09/31/13
Town Hall	10052578	200 Howell Ave.	Riverhead	NY	11901	Opt. 11C	Call Pilot, Telephony Mgr	Comprehensive	3/1/2013	8/31/2013	\$ 14,163.34	\$ 7,081.67
Town Hall West	1038701	1295 Pulaski St.	Riverhead	NY	11901	Mini Carrier Remote*	N/A	Comprehensive	3/1/2013	8/31/2013	\$ -	\$ -
Town Hall South	1044085	755 E. Main St.	Riverhead	NY	11901	Mini Carrier Remote*	N/A	Comprehensive	3/1/2013	8/31/2013	\$ -	\$ -
Water District	1041749	1035 Pulaski St.	Riverhead	NY	11901	Norstar CICS	Startalk Flash Model 4	Norstar Standard	3/1/2013	8/31/2013	\$ 1,800.00	\$ 900.00
Highway Dept.	10517548	1177 Osborne Ave.	Riverhead	NY	11901	Carrier Remote*	N/A	Comprehensive	3/1/2013	8/31/2013	\$ -	\$ -
Municipal Garage	10537688	1412 Old Country Rd. Mechanic Maintenance Facility	Riverhead	NY	11901	Norstar CICS	Norstar VM Model 2/4	Norstar Standard	3/1/2013	8/31/2013	\$ 1,553.76	\$ 776.88
Sr. Citizens Ctr.	10528767	60 Shadetree Lane	Aquebogue	NY	11931	Norstar CICS	Norstar VM Model 2/4	Norstar Standard	3/1/2013	8/31/2013	\$ 1,519.30	\$ 759.65
Parks & Recreation	1045479	55 Columbus Avenue	Riverhead	NY	11901	Norstar CICS	Call Pilot 100	Norstar Standard	3/1/2013	8/31/2013	\$ 1,800.00	\$ 900.00
										TOTAL	\$ 20,836.40	\$ 10,418.20
*Pricing for 10052578 includes ports for both Carrier Remote locations: 1038701, 1044085 & 10517548												
Billing Address for all locations: 200 Howell Ave., Riverhead, NY 11901 Attn: Lelise Sollazzo												
1. This Schedule A includes equipment that is no longer supported by Avaya. Black Box Network Services will make a best effort to resolve all issues. This may include replacing the system, at Customer's expense, with a system currently supported by Avaya.												
2. Black Box Network Services' obligations to perform under this Contract is subject to Black Box Network Services' ability to obtain level 3 / 4 support, spare parts, upgrades, software and/or replacements from the vendor or alternative source. As a result, Black Box Network Services shall not be liable to the Customer, nor any third party, for its inability to obtain parts or material necessary to repair the products.												
3. One way travel is billable to the Customer for all billable repairs and MAC (Moves, Adds and Changes) work. Travel is billed at Black Box Network Services' current contract rates.												

Town of Riverhead

By: _____

Date: _____



Customer Inventory Schedule A- Maintenance Pricing

Customer Name: Town of Riverhead - Parks and Recreation
Site Number: 1045479
Service Address: 55 Columbus Avenue
Riverhead NY 11901
Contact Name: Leisa Sollazzo
Contact Number: 631-727-3200
Billing Address: 55 Columbus Avenue
Riverhead NY 11901
System Type: Norstar
Contract Start Date: 3/1/2013
Contract End Date: 8/31/2013
Contract Term: 6 Months
Sales Person Name: Patty Lewis

Service Plan: Norstar Standard

Service Features:

- *Major Calls - 3 Hour Response Time - 8-5 M-F
- *Minor Calls - 24 Hour Response Time - 8-5 M-F

	Unit	Quantity
Components		
Norstar CICS (0X16)	Station	8
Call Pilot 100	Each	1
Telephone Sets	Phone	5
NOTES		
Semi-annual billing.		

BlackBox Service Pricing Summary

Description	
Total (Annual)	\$1,800.00
Total (6 Month Term)	\$900.00

Customer Initials _____ Date _____



Customer Inventory Schedule A- Maintenance Pricing

Customer Name: Town of Riverhead - Town Hall
Site Number: 10052578
Service Address: 200 Howell Ave.
 Riverhead NY 11901
Contact Name: Leisa Sollazzo
Contact Number: 631-727-3200
Billing Address: 200 Howell Ave.
 Riverhead NY 11901
System Type: Opt. 11C
Contract Start Date: 3/1/2013
Contract End Date: 8/31/2013
Contract Term: 6 Months
Sales Person Name: Patty Lewis
Ports: 284

Service Plan: Comprehensive Plan

Service Features:

*Major Calls - 90 Minute Response Time - 24 X 7
 *Minor Calls - 24 Hour Response Time - 8-5 M-F

	Unit	Quantity
Components		
Analog 2500 Set	Sets	83
All Nortel Digital Sets (except M3900)	Telephone	149
Call Pilot Comprehensive	Port	6
Modems/SEB	Modem	1
Alarm Monitoring	System	1
Additional Equipment		
Telephony Manager	1	1
Batteries - preventative mntc only	1	1
All Printers and Terminals	1	1
GE4300883 - Avaya PASS Basic for Call Pilot	1	1
GE4300AQQ - Avaya PASS Basic For CS1000	1	1
Includes coverage for Carrier Remotes at 1038701, 1044085 and 10517548	1	1
NOTES		
Semi-annual billing.		

BlackBox Service Pricing Summary

Description	
Total (Annual)	\$14,163.34
Total (6 Month Term)	\$7,081.67

Customer Initials _____ Date _____



Customer Inventory Schedule A- Maintenance Pricing

Customer Name: Town of Riverhead - Water District
Site Number: 10411749
Service Address: 1035 Pulaski St.
 Riverhead NY 11901
Contact Name: Leisa Sollazzo
Contact Number: 631-727-3200
Billing Address: 1035 Pulaski St.
 Riverhead NY 11901
System Type: Norstar
Contract Start Date: 3/1/2013
Contract End Date: 8/31/2013
Contract Term: 6 Months
Sales Person Name: Patty Lewis

Service Plan: Norstar Standard

Service Features:

- *Major Calls - 3 Hour Response Time - 8-5 M-F
- *Minor Calls - 24 Hour Response Time - 8-5 M-F

	Unit	Quantity
Components		
Norstar CICS (0X16)	Station	9
Startalk Flash Model 4	Each	1
NOTES		
Semi-annual billing.		

BlackBox Service Pricing Summary

Description	
Total (Annual)	\$1,800.00
Total (6 Month Term)	\$900.00

Customer Initials _____ Date _____



Customer Inventory Schedule A- Maintenance Pricing

Customer Name: Town of Riverhead - Municipal Garage
Site Number: 10537688
Service Address: Mechanic Maintenance Facility, 1412 Old Country Rd
Riverhead NY 11901
Contact Name: Leisa Sollazzo
Contact Number: 631-727-3200
Billing Address: Mechanic Maintenance Facility, 1412 Old Country Rd
Riverhead NY 11901
System Type: Norstar
Contract Start Date: 3/1/2013
Contract End Date: 8/31/2013
Contract Term: 6 Months
Sales Person Name: Patty Lewis

Service Plan: Norstar Standard

Service Features:

- *Major Calls - 3 Hour Response Time - 8-5 M-F
- *Minor Calls - 24 Hour Response Time - 8-5 M-F

Components	Unit	Quantity
Norstar CICS (0X16)	Station	8
Norstar Vc Mail Mod. 2/4	Each	1
NOTES Semi-annual billing.		

BlackBox Service Pricing Summary

Description	
Total (Annual)	\$1,553.76
Total (6 Month Term)	\$776.88

Customer Initials _____ Date _____



Customer Inventory Schedule A- Maintenance Pricing

Customer Name: Town of Riverhead - Senior Center
Site Number: 10528767
Service Address: 60 Shadetree Lane
 Riverhead NY 11931
Contact Name: Leisa Sollazzo
Contact Number: 631-727-3200
Billing Address: 60 Shadetree Lane
 Riverhead NY 11931
System Type: Norstar
Contract Start Date: 3/1/2013
Contract End Date: 8/31/2013
Contract Term: 6 Months
Sales Person Name: Patty Lewis

Service Plan: Norstar Standard

Service Features:

- *Major Calls - 3 Hour Response Time - 8-5 M-F
- *Minor Calls - 24 Hour Response Time - 8-5 M-F

	Unit	Quantity
Components		
Norstar CICS (0X16)	Station	12
Norstar Vc Mail Mod. 2/4	Each	1
Paging system no speakers	1	1
NOTES		
Semi-annual billing.		

BlackBox Service Pricing Summary

Description	
Total (Annual)	\$1,519.30
Total (6 Month Term)	\$759.65

Customer Initials _____ Date _____

02.20.13
130157

ADOPTED

TOWN OF RIVERHEAD

Resolution # 157

**APPROVES THE CHAPTER 90 APPLICATION OF
ALL FOR THE EAST END (AFTEE)
(Festival at Martha Clara Vineyards – August 19, 2013)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on January 30, 2013, All For The East End (AFTEE) submitted a Chapter 90 Application for the purpose of conducting an event entitled “ANTEE Festival”, their mission being to unite and support the Non-Profit East End Communities of Riverhead, Southampton, Southold, Shelter Island and East Hampton, raising awareness of their role in making the East End of Long Island one of the most desirable places to live in the world; and

WHEREAS, this event is to be held upon property of Martha Clara Vineyards, Inc. located at 6025 Sound Avenue, Riverhead, New York, on Monday, August 19, 2013, between the hours of 11:00 a.m. and 11:30 p.m.; and

WHEREAS, AFTEE 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, 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 All For The East End (AFTEE) submitted a Chapter 90 Application for the purpose of conducting an event entitled “AFTEE Festival” to be held upon property of Martha Clara Vineyards, Inc., located at

6025 Sound Avenue, Riverhead, New York, on Monday, August 19, 2013, between the hours of 11:00 a.m. and 11:30 p.m., is hereby approved; and be it further

RESOLVED, that the necessary tent permit(s) 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) and the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; 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 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, the Town Clerk is hereby directed to forward a copy of this resolution to All For The East End, P.O. Box 1665, Sag Harbor, NY, 11963, Attn: Mary Foster Morgan; 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

02.20.13
130158

ADOPTED

TOWN OF RIVERHEAD

Resolution # 158

**GRANTS EXCAVATION / GRADING PERMIT AS PROVIDED BY CHAPTER
62 OF THE RIVERHEAD TOWN CODE TO
HAMPTON JITNEY INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Hampton Jitney Inc. is the owner of the subject property located at 253 Edwards Avenue, Calverton, New York, further described as Suffolk County Tax Map No. 0600-117-1-8.6; and

WHEREAS, Robert Stromski, AIA, LEED AP, as applicant for Hampton Jitney Inc., has petitioned the Town Board for an excavation/grading permit pursuant to Chapter 62 of the Riverhead Town Code for the exportation of 15,010 cubic yards of soils in connection with the construction of a 24,615 sq. ft. two-story passenger terminal, a one-story 22,028 sq. ft. motor coach maintenance facility, two fueling stations with canopies and other associated improvements as depicted on a site plan dated February 27, 2012, prepared by Stromski Architecture, P.C.; and

WHEREAS, the Town Board has reviewed and considered the application for the aforementioned excavation/grading permit; and

WHEREAS, the owner's engineer, High Point Engineering, LLC, has submitted a detailed report, dated January 9, 2013, for the proposed construction to be completed as illustrated on the above referenced site plan dated February 27, 2012, indicating a total of 15,010 cubic yards of soil to be exported and further, that such exportation of material will be supported by a manifest from the owner to be approved by the Town of Riverhead's Engineering and Building Departments.

NOW THEREFORE BE IT RESOLVED, that based upon the foregoing, the Town Board hereby grants the excavation/grading permit requested by the owner subject to an approved Storm Water Pollution Prevention Plan (SWPPP), such excavation/grading permit authorizing the exportation of not more than 15,010 cubic yards of soils in accordance with the calculations of High Point Engineering, LLC, pursuant to their report dated January 9, 2013, submitted with the application for excavation/grading permit; and be it further

RESOLVED, that the Building Department is hereby authorized to accept and collect all excavation/grading permit fees concurrently with the issuance of the Building Permit in the amount of \$32,020.00 dollars, representing \$2.00 per cubic yard for the importation of said soils, in addition to a permit fee of \$100.00; be it further

RESOLVED, that the excavation/grading permit is conditioned upon specific hours of operation, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday; and be it further

RESOLVED, that the owner grants permission to the Town of Riverhead to randomly oversee the exportation of said soils and to enter the site to perform soil boring tests, if necessary, during the construction of said project; and be it further

RESOLVED, that upon the conclusion of the excavation operations, the owner's engineer shall provide certification to the Building Department confirming the total of 15,010 cubic yards was exported from the property; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Stromski Architecture, P.C., P.O. Box 1254, Jamesport, New York, 11947; 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

02.20.13
130159

ADOPTED

TOWN OF RIVERHEAD

Resolution # 159

**APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER
(18th Annual East End Garden Festival – May 9th through 12th, 2013)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on January 22, 2013, Peconic Bay Medical Center, submitted a Chapter 90 Application for the purpose of conducting their “18th Annual East End Garden Festival”, a fundraiser for the hospital, having the sale of plants, flowers and shrubs to be held in the Staples Shopping Center parking lot located at 1099 Route 58, Riverhead, New York, on May 9th through May 12th, 2013 between the hours of 9:00 a.m. and 6:00 p.m.; and

WHEREAS, Peconic Bay Medical Center has requested the applicable Chapter 90 fee be waived due to its not-for-profit status; and

WHEREAS, Peconic Bay Medical Center has completed and filed a Short Form 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 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 Peconic Bay Medical Center for the purpose of conducting their “18th Annual East End Garden Festival”, a fundraiser for the hospital, having the sale of plants, flowers and shrubs to be held in the Staples Shopping Center parking lot located at 1099 Route 58, Riverhead, New York, on May 9th through May 12th, 2013 between the hours of 9:00 a.m. and 6:00 p.m., is hereby approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the

Chapter 90 Application fee due to the applicant's not-for-profit status; and be it 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 an Owner's Endorsement, Inspection Authorization and an acceptable certificate of liability be received **no later than March 1, 2013**; 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 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. The tent installation shall be ready for inspection no later than 1:00 p.m. on Wednesday, May 9th, 2012; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peconic Bay Medical Center, Attn: Candace Porter, 1300 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.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

02.20.13
130160

ADOPTED

TOWN OF RIVERHEAD

Resolution # 160

RELEASES IRREVOCABLE LETTER OF CREDIT AND ACCEPTS CASHIER'S CHECK IN CONNECTION WITH IMPROVEMENTS TO BE COMPLETED WITHIN THE SUBDIVISION ENTITLED "COUNTRY TRAILS" (PORTVIEW HOMES, INC.)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #887 dated December 6, 2011, the Riverhead Town Board accepted People's United Bank Irrevocable Letter of Credit #100337 in the amount of \$166,666.67 in connection with improvements to be completed in the subdivision entitled "Country Trails"; and

WHEREAS, Portview Homes, Inc. submitted People's United Bank Cashier's Check #7574576 in the amount of \$166,666.67 to replace the aforementioned security, representing the improvements to be completed in the within subdivision; and

WHEREAS, said Cashier's Check is found to be acceptable in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts People's United Bank Cashier's Check #7574576 in the amount of \$166,666.67 representing improvements to be made within the subdivision entitled "Country Trails"; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of People's United Bank Irrevocable Letter of Credit #100337 in the amount of \$166,666.67 submitted by Portview Homes, Inc.; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Portview Homes, Inc. 77 Davis Avenue, Port Jefferson Station, New York, 11776 and People's United Bank, 100 Motor Parkway, Hauppauge, New York, 11788, Attn: Louise 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

02.20.13
130161

ADOPTED

TOWN OF RIVERHEAD

Resolution # 161

**APPROVES CHAPTER 90 APPLICATION OF EAST END TOURISM
ALLIANCE/RIVERHEAD FOUNDATION FOR MARINE RESEARCH AND
PRESERVATION
("Paddle Battle" Water Race – July 20, 2013)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on January 2, 2013, East End Tourism Alliance/Riverhead Foundation for Marine Research and Preservation (East End Tourism Alliance/Riverhead Foundation) submitted a Chapter 90 Application for the purpose of conducting a canoe, kayak and stand up paddle board race entitled "Paddle Battle" on the Peconic River at the Peconic Riverfront, Riverhead, to be held on Saturday, July 20, 2013, having a rain date of Sunday, July 21, 2013, between the hours of 6:00 a.m. and 4:00 p.m.; and

WHEREAS, East End Tourism Alliance/Riverhead Foundation has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 61; 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, East End Tourism Alliance/Riverhead Foundation has requested the 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 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 East End Tourism

Alliance/Riverhead Foundation for the purpose of conducting a canoe, kayak and stand up paddle board race entitled "Paddle Battle" on the Peconic River at the Peconic Riverfront, Riverhead, to be held on Saturday, July 20, 2013, having a rain date of Sunday, July 21, 2013, between the hours of 6:00 a.m. and 4:00 p.m. is hereby approved; and be it further

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

RESOLVED, that the necessary tent permit 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) and the Fire Code of New York State and the Building Code of New York State; 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 due to the applicant's not-for-profit status, the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application Fee; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to East End Tourism Alliance/Riverhead Foundation, 431 E. Main Street, Riverhead, New York, 11901, Attn: Bryan DeLuca; 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

02.20.13
130162

ADOPTED

TOWN OF RIVERHEAD

Resolution # 162

**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 RESIDENTIAL REPAIR
PROGRAM FOR THE ELDERLY**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, the Senior Citizen Department wishes to supplement its residential repair program for the elderly residents of the Riverhead community; and

WHEREAS, Suffolk County Office for the Aging is interested in defraying a portion of the residential repair program costs incurred by the Senior Citizen Department.

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 residential repair program for the elderly residents of Riverhead in an amount not to exceed \$26,316.00; 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 the H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099); and the

Town of Riverhead ("the Contractor"), a New York Municipal Corporation, having its principal place of business at **200 Howell Avenue, Riverhead, New York 11901**.

The Contractor has been designated to receive funds from the County to provide a Residential Repair Program for the Elderly as set forth in Article I, entitled "Description of Services."

Term of the Contract: January 1, 2013 through December 31, 2013; with an option, to be exercised at the County's discretion, to June 30, 2014 on the same terms and conditions herein.

Service Levels: 1,550 Units of Residential Repair Services
500 Elderly Serviced, Unduplicated

Total Cost of the Contract: Shall not exceed \$26,316.00 to be paid as set forth in Appendix I, attached.

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: _____
Dennis M. Cohen
Chief 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:

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

Name _____
Date _____

Recommended:

By: _____
Regina DeTuro
Administrator I
Date _____

Approved as to Legality:
Paul J. Margiotta,
Acting County Attorney

By: _____
Basia Deren Braddish
Assistant County Attorney
Date _____



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Article I
IIIB Residential Repair
Description of Services

Whereas, the Contractor has been identified in the 2013 Suffolk County Adopted Budget under the pseudo code as listed on page one of the Contract to perform the Services for the Department; and

Whereas, the Town of Riverhead has been designated as a line item 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 the Program

The Residential Repair Program (“Program”) is to provide persons aged sixty (60) or over, who are in need, with minor repair and renovation assistance to remediate or upgrade substandard, unsuitable or unsafe housing, including, but not limited to, handicapped modifications or crime prevention modifications.

The Program provides the required labor and recipients pay for necessary supplies and materials.

Persons aged sixty (60) and over who are incapable of maintaining their homes because of illness, incapacity, handicap or absence of a caretaker relative are eligible to receive services.

3. General Terms and Conditions

In general, but without limitation, the Contractor shall be required to meet the criteria listed below:

- a. The Contractor is to afford priority to servicing those elderly persons who New York State has identified as the target population (minority, low-income, frail, and vulnerable) in accordance with paragraph number five (5) below.
- b. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Agreement.
- c. Persons eligible for or receiving the same or a similar service under another government-funded program are not eligible for this service. However, determination of eligibility must be done on an individual basis recognizing specific circumstances as they pertain to the person’s need.
- d. The Contractor may not charge any fees for services.

4. Administration

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 services, act as liaison between the Department and the actual recipients of service and insure accuracy and timeliness of submission of all reporting forms and expenditures.

5. Contractor's Staff

- a. The Contractor shall employ adequate numbers of qualified staff, which may include volunteers, and supervisory personnel to meet all the specifications and responsibilities of the program in an orderly, punctual and reliable manner. All meetings and trainings required by the County are to be attended by the appropriate staff. The Contractor will have on file with the Department the procedures to be followed by workers and other staff in case of emergency.
- b. The Department has the right to review and approve Contractor's staff applicable to the Program.
- c. The provisions of this paragraph five (5) are in addition to the provisions of Article V, paragraph 10, subparagraph o.

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. Targeting and Outreach

- a. Targeting activities must be designed to identify individuals in the target populations who need services and to increase service delivery to the target population by linking targeted populations to, or providing them with, appropriate service. Consistent with the OAA and NYS applicable regulations, including the following laws: the Older Americans Act (OAA), Title III of the Code of Federal Regulations, 45 CFR 1321; the NYS Elder Law and relevant NYS regulations (Title 9, Subtitle Y of the New York State Code of Rules and Regulations); the Contractor's targeting goal is to substantially increase the numbers of older adults from targeted population groups (minority, low-income, frail, vulnerable).
- b. The Contractor must give preference to providing services to older individuals with the greatest economic or social needs with particular attention to specifically identified targeted groups, (OAA §305 (a)(2)(E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established annually by the U.S. Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental disabilities, language barriers and cultural, social or geographical isolation including isolation caused by racial or ethnic status that restricts an individual's ability to perform normal daily tasks or threatens the capacity of the individual to live independently (OAA §102 (23 and 24)).

- c. The following four target groups have been identified as having the greatest economic and social needs: minority, low income, frail and vulnerable.
- i. **Minority**-persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of two (2) or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or two (2) or More Races categories, defined below).
- a) Black - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
 - b) Hispanic (or Latino) - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.
 - c) Asian - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
 - d) American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as "American Indian or Alaska Native" or reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup'ik, and/or Central American or South American Indian groups.
 - e) Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 - f) Other Race or two (2) or More Races - this category includes persons who self identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.
- ii. **Low-Income**-Persons with incomes at or below 100% of the poverty level.
- iii. **Frail**-Persons with one or more functional deficits in the following areas:
- a) Physical functions;
 - b) Mental functions;
 - c) Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
 - d) Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).

Disabled-Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. This includes alcoholism and drug addiction.

- iv. **Vulnerable**-Persons with a deficit of social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:
- a) Language barriers; Limited English Proficiency - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be limited English proficient, and may be eligible to receive language assistance with respect to a particular type of service, benefit, or encounter.
 - b) Rural residence;
 - c) Persons with disabilities;
 - d) Institutionalized or at risk of institutionalization;
 - e) Lesbian, gay, bisexual, transgender (LGBT) older adults;
 - f) Low literacy;
 - g) Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
 - h) Homebound; and,
 - i) Alzheimer's or other Dementia.

- d. In order to comply with Targeting requirements, the Contractor must employ Outreach Strategies which may include, but are not limited to, locating target populations using Census or other resource data, translated printed materials, location of services in catchment areas for targeted populations, publicity to community-based groups, and minority staff/volunteers.

8. Equal Access

- a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations
- b. The Contractor shall adopt staffing procedures which provide for services to be delivered in a language other than English in areas where a significant number of clients do not speak English as their principal language.
- c. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and ensure that new sites be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (l)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
 - For individuals who are deaf or hard of hearing: qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids,

- closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.
- For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
 - For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- d. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law. All AAAs and subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers, are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

Mandated Action:

The Contractor shall, at a minimum, establish a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice no later than ninety (90) days after the effective date of this contract. The Contractor's staff for this Program with public contact must be aware of, and trained in the timely and appropriate use of, these language services. The Contractor shall also ensure that LEP persons are informed of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand at service locations.

9. Reporting Requirements

One unit of service is equal to one hour of residential repair/renovation service.

- a. The Contractor shall submit to the Department monthly reports covering program activity and expenses incurred during the reporting period. Such reports must be submitted to the Department by the tenth day of the month following the period being reported, and 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
- b. Financial reports, or vouchers, also must never contain the names of the clients served, but may be coded to indicate the particular client served.
- c. The Contractor must at a minimum determine and maintain the following specific type of demographic information for each individual receiving services.

Demographics

The Contractor must at a minimum determine and maintain the following specific type of demographic information for each individual receiving services:

- Name.
- Sex.
- Age.
- Disabled/Frail.
- Vulnerable.
- Live Alone.

- Low Income - The need resulting from an income level at or below the poverty threshold, as established by the Bureau of the Census and updated annually as follows:

<u>Size of Family Unit</u>	<u>100 % of Poverty Threshold</u>
1	\$11,170/year
2	\$15,130/year

- Minority.
- Low Income Minority - those minority persons whose income is at or below the poverty threshold.

10. 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 Contract.
- 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.

11. Confidentiality

Confidential records shall be maintained on each recipient. Reports, as required by the Department, should not contain the names of any clients, and identifying codes should be used to indicate particular clients served, if necessary.

- 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 Contract and shall result in a freeze on all monies due and owing to the Contractor until compliance by the Contractor.

12. 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:

Funded by the Department of Health and Human Services
through 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 12 supersede the provisions of paragraph 20a of Article III.

13. Contributions

- a. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Contract. Any Suffolk resident sixty (60) years of age or older is eligible to receive this service.
- b. The Contractor has the obligation to inform each recipient of the service, of the opportunity to make a completely voluntary and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. An audit trail of all incoming contributions received must be reported monthly. All contributions are used to expand the service. The letter sent to each recipient annually informing him/her of these facts must include the sources of funding for the program and must include the following information:
Contributions to this (these) service(s) are completely voluntary and anonymous. Service will not be denied if you are unable or unwilling to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

14. Participant Comments & Satisfaction Surveys

Pursuant to the NYS Office for the Aging Regulations Section 6654.8, the Contractor shall develop and implement procedures to obtain the views of program participants about the services they receive. Copies of records of such views shall be maintained for at least five program years and shall be available to the Department for inspection upon request. Such method shall respect the client's right to confidentiality. In any event, at conclusion of the service, but not less often than annually, the Contractor shall send each recipient an evaluation letter and survey in the form approved by the Department, informing him/her of the sources of funding for the program and including the following information:

Contributions are welcomed and are used to expand this service.

15. Monitoring

a. Financial Transactions

The Department's staff and staff of the New York State Office for the Aging may examine or review evidence regarding the existence, timing and classification of financial transactions that are charged to the program for reimbursement. To obtain this evidence, such staff may examine documentary evidence, including financial statements, financial reports, etc., and original records. Such staff may make physical verification by actually observing or counting certain assets (e.g., cash, equipment and supplies) to establish their physical existence.

b. Program

Subject to the limitations of client confidentiality, the contractor agrees to permit the Department's staff and staff of the New York Office for the Aging to review program records and to monitor training, supervision and services at any time.

16. Grievance Procedures

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Department has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act. The Contractor shall comply with the requirements of the Grievance Procedures as set forth in Article IA - Grievance Procedures.

**Article IA
Grievance Procedures**

1. Purpose

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Suffolk County Office for the Aging has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act.

2. Notifying Participants of the Right to File a Grievance

- a. The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by the Department and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- b. A participant or applicant who is denied Title III services by the Contractor and the Department program monitor must be given the reasons for the denial. The denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

3. Grievance Process

- a. Filing of grievances must follow the following process:
 - i. Participants must submit their grievances in writing to the Department's Program Administrator.
 - ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. The Department's Program Administrator may grant an extension for good cause shown.
 - iii. The grievance should be filed on the form approved by the Department, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.
- b. Investigation and Response to Grievance:
 - i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
 - ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.

iii. The designated reviewer shall prepare and send a written response to the grievant and to the Department's Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

c. Appeal of Initial Response/Decision

- i. The grievant may initiate a request for subsequent review by the Department's Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
- ii. The Department's Director shall request copies of the initial file on the complaint in question. The Department's Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Department's Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.
- iii. If the policies and procedures have been adhered to, the Department's Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, The Department reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

4. **Record Keeping**

The Department shall keep the records of the grievance and its handling for six years following the conclusion of the calendar year of the occurrence. The file shall contain, at a minimum, but not limited to the initial grievance, any investigative reports; any written response submitted by the Department or the service provider; any documents or other records submitted by any party; the written Initial Response of the agency, and, if applicable, the notice to the grievant of the right to an appeal.

5. **Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

End of Article 1A

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 authorized and required by the Comptroller for release of payment.

“Term” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

2. Elements of Interpretation

Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

Capitalized terms used, but not otherwise defined, herein, shall have the meanings assigned to them in the Contract.

End of Text for Article II

Article III
General Terms and Conditions

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 after a license holder has lost the

license required to qualify the license holder or the Contractor to perform the Services.

- 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.

f. **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. 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 paragraphs 1(c) (iii) and 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 25 of this Article III.

d. **Duties upon Termination**

- i.) The Contractor shall discontinue the Services as directed in the termination notice.
- ii.) Subject to any defenses available to it, 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.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.

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.

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.

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

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

10. Nonsectarian/Nonpartisan Declaration

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

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.

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.

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.

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

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).

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.

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 189 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 25 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

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

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

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 Article II of Chapter 353, 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.

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."

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

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

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.

Article V
General Fiscal Terms and Conditions

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. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 24 of Article III, and paragraph 4(b) of Article V.

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 from any further County contracts.

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 through the date of the Voucher.

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 for a period of seven (7) years, and access to records shall be as set forth in paragraph 24 of Article III, and paragraph 4(b) of Article V.

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 shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

e. Potential Revenue

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.

f. Payments Contingent upon State/Federal Funding

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.

g. Denial of Aid

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.

h. Budget

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.

i. Payment of Claims

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.

j. Payments Limited to Actual Net Expenditures

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.

k. Travel Costs

Reimbursement to the Contractor for travel costs shall not exceed amounts allowed to County employees.

l. Attendance at Conferences

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. 14-2007.

m. Salaries

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.

n. Salary Increases

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.

End of Article V

Appendix I
Rate Page
Town of Riverhead
IIB Residential Repair Program
January 1, 2013 - December 31, 2013

<u>PERSONNEL</u>	<u>27,166.00</u>
Workers	27,166.00
<u>TOTAL</u>	<u>27,166.00</u>
Less Anticipated Income	(850.00)
<u>NET REIMBURSABLE</u>	<u>\$26,316.00</u>

Exhibits

- Exhibit 1** Public Disclosure
- 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

TOWN OF RIVERHEAD

Resolution # 163

**AUTHORIZES ATTENDANCE AT THE 2013 NEW YORK STATE TOWN CLERKS
ASSOCIATION ANNUAL STATE CONFERENCE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the New York State Town Clerk’s Association is conducting its annual conference from April 28th thru May 1st, 2013 in Buffalo, NY; and

WHEREAS, the Town Clerk has requested authorization to attend said conference; and

WHEREAS, the cost to attend said conference shall not exceed \$1,000.00 (expenses to include fees for registration, meals, hotel accommodations and travel expenses);

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is authorizes to attend the New York State Town Clerk’s annual conference in Buffalo, NY; and

BE IT FURTHER RESOLVED, that expenses for the conference will be reimbursed upon proper submission of receipts in accordance with the Town’s Travel and Conference Policy.

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

02.20.13
130164

ADOPTED

TOWN OF RIVERHEAD

Resolution # 164

**ADOPTS A LOCAL LAW AMENDING CHAPTER 58 ENTITLED
“DOGS” OF THE RIVERHEAD TOWN CODE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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 58 entitled “Dogs” of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 5th day of February 2013 at 2:05 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 a local law amending Chapter 58 entitled “Dogs” of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the News Review, the official 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 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 ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 58 entitled "Dogs", of the Riverhead Town Code at its meeting held on February 20, 2013. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

CHAPTER 58. DOGS & OTHER ANIMALS

§ 58-9. Prohibited Acts, Seizure and impounding of dogs or domestic/farm animals not under reasonable control.

A. It shall be unlawful for any owner of any dog or other domestic animal to permit or allow such dog or other domestic animal in the Town of Riverhead to:

(1) Be at large.

(2) Disturb the comfort, peace or repose of any persons in the vicinity by long or frequent noise or odor.

(3) Destroy property or habitually trespasses in a damaging way or commits a nuisance on the property or persons other than the owner of or person harboring said dog or domestic/farm animal.

(4) Shows vicious habits or molests passersby who are lawfully on a public street, public park or school ground, whether or not said dog or domestic/farm animal is on a public street or otherwise harass any person in such a manner as reasonable to cause intimidation or to put such person in reasonable apprehension of bodily harm.

B. It shall be the duty of any police officer or the Dog Warden or other authority ~~Any Dog Control Officer, Police Officer, or any employee, officer or agent~~ designated by the Town Board of the Town of Riverhead to apprehend and impound any dog or domestic/farm animal may seize and impound any dog not under reasonable control of its owner which:

~~A.~~ (1) Is an unlicensed dog.

~~B.~~ (2) Is running at large contrary to the provisions of this article.

~~C.~~ (3) Has destroyed property or habitually trespasses in a damaging way or commits a nuisance on the property or persons other than the owner of or person harboring said dog or domestic/farm animal.

- D. (4) Shows vicious habits or molests passerby who are lawfully on a public street, public park or school ground, whether or not said dog ~~or domestic/farm animal~~ is on a public street or otherwise harass any person in such a manner as reasonable to cause intimidation or to put such person in reasonable apprehension of bodily harm.
- E. (5) At any time has attacked or bitten a person.
- F. (6) Habitually enters on a public highway and runs or barks at pedestrians or vehicles.

§ 58-10. Redemption of impounded dogs.

- A. Unidentified dogs. Each dog which is not identified, whether or not licensed, shall be held for a period of ~~seven~~ five days from the day seized.
 - (1) During the first ~~seven~~ five days the dog may be redeemed by its owner, provided that such owner produces proof that the dog has been licensed and has been identified pursuant to the provisions of Article 7 of the New York State Agriculture and Markets Law, as well as the following impoundment fees:
 - (2) After a period of ~~seven~~ five days, such unidentified dog shall be available for adoption.

§ 58-10.1. Voluntary surrender of an identified dog.

The owner or authorized agent of the owner of a dog licensed by the Town of Riverhead may ~~voluntarily make application to the Town of Riverhead Animal Shelter for the voluntary surrender of such dog to the Town of Riverhead Dog Control Officer Animal Shelter upon the payment of a surrender fee of \$25 and execution of a written consent in which the owner shall forfeit all title to such dog. Such dog may be offered for adoption immediately by the Dog Control Officer or euthanized at the discretion of the Dog Control Officer.~~ The Town of Riverhead Animal Shelter or their designee shall have the authority and discretion to accept dogs for voluntary surrender. An owner or authorized agent of the owner of the dog shall be required to pay a surrender fee of \$25 and execute a written consent to forfeit all title to such dog. Any dog voluntarily surrendered to the Town of Riverhead Animal Shelter may be offered for adoption immediately or euthanized at the discretion of the Town of Riverhead Animal Shelter and/or Dog Control Officer.

§ 58-14. Penalties for offenses.

Any person owning or harboring a dog or domestic/farm animal in violation of any of the provisions of this article other than §§ 58-2 to § 58-79 shall be guilty of a violation punishable by imprisonment for a term not in excess of 15 days and/or by a fine of not less than \$50 for the first offense and not less than \$100 for each subsequent offense.

Underline represents addition(s)
Strikethrough represents deletion(s)

Dated: Riverhead, New York
February 20, 2013

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 165

APPOINTS A CALL-IN RECREATION AIDE II 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 February 19, 2013 this Town Board hereby appoints Christian VanDeurs to the position of Call-in Recreation Aide II, Level 3, to be paid the rate of \$10.30 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

02.20.13
130166

ADOPTED

TOWN OF RIVERHEAD

Resolution # 166

AMENDS AGREEMENT WITH ATLANTIS HOLDING, LLC
(RESTORE III GRANT)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, New York State Empire State Development Corporation (ESDC) Restore New York Community Initiatives (“Restore III” NY Grant) made funds available for the demolition, rehabilitation or reconstruction of vacant, abandoned, surplus or condemned commercial and/or residential buildings within their control to help New York communities with their downtown revitalization efforts; and

WHEREAS, the Town Board Community Development Department submitted a grant application to the New York State Empire State Development Corporation that awarded \$2.4 million in funds made available under Restore New York Community Initiatives program for funds under the Downtown Revitalization Program to be utilized in the central Riverhead business district, specifically for the redevelopment of the buildings and lots located at Tax Map Numbers 0600-129-4-020, 0600-129-4-021.001, 0800-129-4-021.002, and 0600-129-4-19.1 known in part as Atlantis Marine World, Main Street, Riverhead, New York for the reconstruction of two demolished, underutilized properties and the development of a five story, 100 room Hyatt Place Hotel, alongwith the enhancement of the Atlantis Marine World Aquarium by adding a two story changing exhibit and catering hall; and

WHEREAS, the grant for the revitalization of the Atlantis Marine World Aquarium supports the goals and objectives of the Town of Riverhead East Main Street Urban Renewal 1993 Plan and 2008 Update; and

WHEREAS, by resolution # 823, adopted on November 3, 2010, the Town Board of the Town of Riverhead authorized the acceptance of the \$2.4 million Restore III NY Grant funds; and

WHEREAS, the Restore III NY Grant included a five (5) recapture in the event that the grant recipient sell or transfer within five (5) years after disbursement of grant funds: and

WHEREAS, in May 2011, the Town entered into an agreement with Atlantis Holding, LLC (“Atlantis”) to set terms regarding disbursement of the \$2.4 million Restore III NY Grant funds; and

WHEREAS, under terms of the May 2011 agreement, the parties agreed that Atlantis would provide a bond to the Town of Riverhead to address the five (5) year recapture; and

WHEREAS, Atlantis wishes to amend the agreement to remove the obligation to provide a bond and has offered instead to give a second mortgage and note for the sum of \$1,920,000; and

WHEREAS, the Town Board has considered the request and agrees to amendment of the agreement to allow for Atlantis giving a second mortgage and note in lieu of posting a bond.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes amendment of the agreement with Atlantis and authorizes the Supervisor to execute such documents including the amendment to the agreement with Atlantis and any recoding forms necessary to effectuate the purposes and intent of this resolution subject to review and approval by the Town Attorney; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Attorney to execute such documents needed to release the bond once the following has occurred: (1) the amendment to the agreement is fully executed and approved; and (2) proof is given that the second mortgage and note have been recorded ; and

BE IT FURTHER RESOLVED, that all Town Hail 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 # 167

AWARDS BID FOR DIESEL FUEL 2013

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

WHEREAS, four (4) responses were received, opened and read aloud on February 15, 2013 at 11:00 am at Town Hall, 200 Howell Avenue, Riverhead, New York, the dated time and place given in the Notice to Bidders, and;

WHEREAS, the Town Purchasing Director, together with the Office of the Town Attorney, did review and evaluate all proposals, and;

WHEREAS, after serious consideration and evaluation, the Purchasing Director and the Office of the Town Attorney determined that Quogue- Sinclair Fuel, Inc. was the lowest responsible bidder and recommend that the bid be awarded to Quogue- Sinclair Fuel, Inc., and;

NOW THEREFORE BE IT RESOLVED, that the bid for Diesel Fuel for Town of Riverhead be and is hereby awarded to Quogue-Sinclair Fuel, Inc., and be it further;

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Quogue-Sinclair Fuel, Inc., 161 West Montauk Highway, Hampton Bays, New York 11946; the Town Attorney's Office and the Purchasing Department; 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 # 168

APPOINTS A WATER METER READER

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the position of Water Meter Reader is available in the Riverhead Water District; and

WHEREAS, in accordance with the CSEA contract, the position was duly posted for, Job Posting #1; and

WHEREAS, in accordance with the CSEA contract, Kennel Attendant Victoria Cain has applied for the posted position; and

WHEREAS, the Water District Superintendent is willing to employ her in the capacity of Water Meter Reader, recognizing that utilizing this title will alleviate certain tasks from his existing staff, thereby allowing them to assume other related job duties.

NOW, THEREFORE, BE IT RESOLVED, that effective March 1, 2013 this Town Board hereby appoints Victoria Cain to the position of Water Meter Reader as found in Group 3, Step 9 of the Operational and Technical Salary Schedule in the CSEA contract; and,

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Victoria Cain, the Water District Superintendent, 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

TOWN OF RIVERHEAD

Resolution # 169

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #13-05 February 07, 2013 (TBM 2/20/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	1	1,274,992.91	1,274,992.91
RECREATION PROGRAM FUND	6	2,601.60	2,601.60
HIGHWAY FUND	111	123,784.88	123,784.88
WATER DISTRICT	112	118,625.90	118,625.90
RIVERHEAD SEWER DISTRICT	114	42,431.91	42,431.91
REFUSE & GARBAGE COLLECTION DI	115	8,627.50	8,627.50
STREET LIGHTING DISTRICT	116	68,901.11	68,901.11
PUBLIC PARKING DISTRICT	117	2,485.76	2,485.76
EAST CREEK DOCKING FACILITY FU	122	977.90	977.90
CALVERTON SEWER DISTRICT	124	1,523.59	1,523.59
RIVERHEAD SCAVANGER WASTE DIST	128	24,651.76	24,651.76
WORKERS' COMPENSATION FUND	173	57,022.34	57,022.34
CDBG CONSORTIUM ACOUNT	181	952.73	952.73
TOWN HALL CAPITAL PROJECTS	406	49,073.00	49,073.00
TRUST & AGENCY	735	1,150,902.88	1,150,902.88
CALVERTON PARK - C.D.A.	914	20,000.00	20,000.00
TOTAL ALL FUNDS		2,947,555.77	2,947,555.77

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 # 169

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #13-06 February 15, 2013 (TBM 2/20/13)			
FUND NAME		Ckrun Total	GRAND TOTALS
GENERAL FUND	1	1,056,354.51	1,056,354.51
POLICE ATHLETIC LEAGUE	4	50.00	50.00
RECREATION PROGRAM FUND	6	2,048.00	2,048.00
CHILD CARE CENTER BUILDING FUN	9	300.00	300.00
MULTI YEAR OPERATING GRANT FUN	99	159.69	159.69
HIGHWAY FUND	111	120,770.01	120,770.01
WATER DISTRICT	112	97,302.60	97,302.60
RIVERHEAD SEWER DISTRICT	114	122,800.46	122,800.46
REFUSE & GARBAGE COLLECTION DI	115	48,865.44	48,865.44
STREET LIGHTING DISTRICT	116	20,010.92	20,010.92
PUBLIC PARKING DISTRICT	117	2,050.16	2,050.16
BUSINESS IMPROVEMENT DISTRICT	118	1,100.00	1,100.00
AMBULANCE DISTRICT	120	12,145.76	12,145.76
EAST CREEK DOCKING FACILITY FU	122	2,618.42	2,618.42
CALVERTON SEWER DISTRICT	124	12,340.69	12,340.69
RIVERHEAD SCAVANGER WASTE DIST	128	37,067.13	37,067.13
RISK RETENTION FUND	175	29,359.01	29,359.01
TOWN HALL CAPITAL PROJECTS	406	500,693.61	500,693.61
TRUST & AGENCY	735	321,403.22	321,403.22

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted