

RESOLUTION LIST

JULY 1, 2014

- Res. #473 General Fund Budget Adjustment
- Res. #474 Recreation Program Fund Budget Adjustment
- Res. #475 Recreation Youth Fund Budget Adjustment
- Res. #476 Refuse and Garbage Fund Budget Adjustment
- Res. #477 Appoints a Justice Court Clerk to the Riverhead Town Justice Court
- Res. #478 Authorization to Publish Advertisement for Auto & Truck Repairs for the Town of Riverhead
- Res. #479 Awards Bid for Automotive Parts
- Res. #480 Awards Bid for Junk & Abandoned Vehicles
- Res. #481 Appoints Seasonal Recreation Staff to the Recreation Department
- Res. #482 Appoints a Seasonal Recreation Supervisor to the Recreation Department (Cynthia Hynds)
- Res. #483 Appoints a Seasonal Beach Attendant to the Recreation Department (Karla Vanston)
- Res. #484 Appoints a Recreation Aide to the Recreation Department (Quinn Lewis)
- Res. #485 Ratifies the Appointment of a Recreation Aide Level I to the Recreation Department (Devyn Standish)
- Res. #486 Adopts Workplace Violence Protection Program
- Res. #487 Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town's Expanded In-Home Services for the Elderly Program
- Res. #488 Authorizes Nelson, Pope & Voorhis, LLC to Retain the Services of Graphic Image Group Regarding Website Design Upon Terms and Conditions Delineated in the Step 2BOA Nomination Agreement

- Res. #489 Approves Chapter 90 Application of End Arts & Humanities Council, Inc. (JumpstART 2014 – Friday, August 8, 2014)
- Res. #490 Resolution Establishing Permit Application Fee for Existing Floating Homes, Floating Cabanas and House Barges Pursuant to Chapter 106 Entitled “Waterways” of the Riverhead Town Code
- Res. #491 Town Board Amendment to Resolution #428 Relating to Terms and Conditions of Sale of Property Located at 24 East Second Street, Riverhead, NY(SCTM # 600-128-5-25) Known as 2nd St. Firehouse, Subject to Permissive Referendum
- Res. #492 2013 General Fund Budget Adjustment
- Res. #493 Approves Chapter 90 Application of Jamesport Fire Department (5K & 10K Race – Sunday, August 24, 2014)
- Res. #494 Approves Chapter 90 Application of Manorville Fire Department to Conduct a Summer Carnival Fundraiser (August 21st through August 24th, 2014)
- Res. #495 Approves the Chapter 90 Application of Family Community Life Center, Inc. (First Baptist Church of Riverhead) (Family Fun Day – Saturday, September 20, 2014)
- Res. #496 Approves Chapter 90 Application of Peconic Bay Medical Center (Family Festival – July 2, 2014 through July 5, 2014)
- Res. #497 Approves the Application for Fireworks Permit of Newton Shows (Family Festival/Carnival – July 2, 2014)
- Res. #498 Approves Chapter 90 Application of PC Richard & Son (Tent Sale – July 29th through August 12th, 2014)
- Res. #499 Approves the Application for Fireworks Permit of Newton Shows (Family Festival/Carnival – July 5, 2014)
- Res. #500 Approves Chapter 90 Application of Polish Town Civic Association (“Local Brewery Tasting Event” Fundraiser – July 12, 2014)
- Res. #501 Approves the Application for Fireworks Permit of Riverhead Raceway (August 23, 2014)

- Res. #502 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 18 of the Riverhead Town Code Entitled "Code of Ethics"
- Res. #503 Releases Performance Security of Birchwood at Wading River LLC and Accepts Irrevocable Letter of Credit in Connection with Improvements to be Completed in the Subdivision Entitled "Birchwood at Wading River Section 3"
- Res. #504 Refers Proposed Local Law to Amend Chapter 12 of the Riverhead Town Code Entitled "Coastal Erosion Hazard Areas" to the Riverhead Planning Board, Commissioner of the Department of Environmental Conservation and Suffolk County Planning Commission
- Res. #505 Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 18 Entitled "Code of Ethics" of the Riverhead Town Code
- Res. #506 Establishes a Veterans Advisory Committee
- Res. #507 Approves Extension to License Agreement with Wadington Realty Corp.
- Res. #508 Waives Fees Due to Damage from Hurricane Sandy Building Permit Fees
- Res. #509 Pays Bills

TOWN OF RIVERHEAD

Resolution # 473

GENERAL FUND

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Engineer is requesting a budget adjustment for repair and maintenance to town buildings.

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

	<u>FROM</u>	<u>TO</u>
001.016250.541200 Repair & Maintenance - Grounds	35,000.00	
001.016200.541100 Repair & Maintenance - Buildings		35,000.00

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Engineering 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 # 474

RECREATION PROGRAM FUND

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Superintendent of Recreation requests a budget adjustment for the purchase of concession equipment.

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

	<u>FROM</u>	<u>TO</u>
006.071800.524190 Boats	4,000.00	
006.076204.524000 Equipment		4,000.00

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Recreation 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 # 475

RECREATION YOUTH FUND

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Superintendent of Recreation requests a budget adjustment for Riverhead Idol.

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

	<u>FROM</u>	<u>TO</u>
031.073100.421046 Registration/Entrance Fees	900.00	
031.000000.499999 Fund Balance	2,200.00	
031.073100.544311 Awards Expense		3,100.00

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Recreation 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 # 476

REFUSE AND GARBAGE FUND

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Superintendent of Sanitation requests a budget adjustment for the purchase of three recycling dumpsters.

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

	<u>FROM</u>	<u>TO</u>
115.082130.421085 Recycling Revenue	2,100.00	
115.081600.547508 Recycling Program		2,100.00

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Refuse and Garbage 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 # 477

APPOINTS A JUSTICE COURT CLERK TO THE RIVERHEAD TOWN JUSTICE COURT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a vacancy for the position of Justice Court Clerk exists in the Riverhead Town Justice Court; and

WHEREAS, the Suffolk County Department of Civil Service has established a certified list of Eligibles, list #13-0050-171, for the position of Justice Court Clerk; and

WHEREAS, this list was duly canvassed, interviews were conducted, and in accordance with the terms of the CSEA contract, the position was also duly posted for, Job Posting #4; and

WHEREAS, pursuant to a completed background check, a recommendation of a suitable candidate has been made by the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby appoints Rebecca Hazzard to the position of Justice Court Clerk effective July 7, 2014 at the salary established on the CSEA Clerical and Supervisory Salary Schedule, Group 11, Step P.

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 # 478

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
AUTO & TRUCK REPAIRS FOR THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for AUTO & TRUCK REPAIRS for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the JULY 10TH, 2014 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 AUTO & TRUCK REPAIRS for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on JULY 24TH, 2014 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on JULY 10TH, 2014 on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked AUTO & TRUCK REPAIRS 2014. 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

TOWN OF RIVERHEAD

Resolution # 479

AWARDS BID FOR AUTOMOTIVE PARTS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for **AUTOMOTIVE PARTS** for the Town of Riverhead and;

WHEREAS, 2 bids were received and opened at 11:10 am on MAY 30, 2014 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 **AUTOMOTIVE PARTS** for the Town of Riverhead be and hereby is, awarded to **APPLE AUTOMOTIVE DISCOUNT CENTER** for prices on the attached pages. Additional items will be available electronically provided by the vendor.

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 # 480

AWARDS BID FOR JUNK & ABANDONED VEHICLES

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for **JUNK & ABANDONED VEHICLES** for the Town of Riverhead and;

WHEREAS, 1 bid was received and opened at 11:20 am on MAY 30, 2014 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 **JUNK & ABANDONED VEHICLES** for the Town of Riverhead be and hereby is, awarded to **PECONIC AUTO WORKERS** for **\$377.25 per vehicle**.

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 # 481

APPOINTS SEASONAL RECREATION STAFF TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, seasonal employees are needed by the Riverhead Town Recreation Department for Town Summer Recreation Camps

NOW THEREFORE BE IT RESOLVED, that effective July 1, 2014 through and including August 29, 2014, this Town Board hereby appoints the attached list of Summer Recreation Aides to the Recreation 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 Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
7/1/14 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Daniels	Taylor	Summer Rec. Program Aide	I	7/1/14	8/29/14	\$8.00
Estrema	Jennifer	Summer Recreation Aide	I	7/1/14	8/29/14	\$9.00
Hunter	Terence	Lifeguard	I	7/1/14	8/29/14	\$11.00
Waski	Alexandra	Summer Rec. Program Aide	I	7/1/14	8/29/14	\$8.00

TOWN OF RIVERHEAD

Resolution # 482

**APPOINTS A SEASONAL RECREATION SUPERVISOR TO THE
RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Seasonal Recreation Supervisor is needed by the Riverhead Town Recreation Department for work at the Summer Recreation Camps

NOW THEREFORE BE IT RESOLVED, that effective July 1, 2014 through and including September 15, 2014 this Town Board hereby appoints Cynthia Hynds to the position of Seasonal Recreation Supervisor to be paid the rate of \$30.37 per hour and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 483

**APPOINTS A SEASONAL BEACH ATTENDANT
TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Seasonal Beach Attendant/Concession Attendant is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective July 2, 2014, through and including September 15, 2014, this Town Board hereby appoints Karla Vanston to the position of Seasonal Beach Attendant/Concession Attendant, Level I to be paid the rate of \$9.20 per hour to the Recreation Department and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 484

APPOINTS A RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a Call-In Recreation Aide I, Level 2 is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective July 1st, 2014, this Town Board hereby appoints Quinn Lewis to the position of Call-In Recreation Aide I, Level 2 to be paid the rate of \$8.80 per hour to the Recreation Department and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 485

**RATIFIES THE APPOINTMENT OF A RECREATION AIDE LEVEL I
TO THE RECREATION DEPARTMENT**

Councilman Wooten offered the following resolution,
which was seconded by Councilman Gabrielsen

WHEREAS, a Call-In Recreation Aide I, Level 2 is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective June 27th, 2014, this Town Board ratifies appointment of Devyn Standish to the position of Call-In Recreation Aide I, Level 2 to be paid the rate of \$8.80 per hour to the Recreation Department and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 486

ADOPTS WORKPLACE VIOLENCE PROTECTION PROGRAM

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the New York State Workplace Violence Prevention Act was passed in 2006, which Act amended NYS Labor Law by adding a new Section 27-b, which requires all state and local government employers to take steps to ensure that their employees are provided protection from potential incidents of violence in the workplaces; and

WHEREAS, a Workplace Violence Prevention Program (the "Program") and risk assessment were implemented thereafter in accordance with the Act; and

WHEREAS, that current Program has been reviewed and the Town of Riverhead wishes to put into effect an updated Program.

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Riverhead hereby adopts the attached Workplace Violence Prevention Program; 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

Operating Guidelines

Adopted July 1, 2014

Workplace Violence Protection Program

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SECTION 1 – INTRODUCTION

Workplace Violence Prevention Policy Statement

The Town of Riverhead is committed to providing its employees with a work environment that is safe, secure, and free of harassment, threats, intimidation and violence. The Town also considers the safety of its residents, vendors, contractors, and the general public (“visitors”) to be of paramount importance and strives to provide them the same type of protections while on Town property.

The Town has zero tolerance for workplace violence. Workplace violence is defined by New York State Regulations as any physical assault or acts of aggressive behavior occurring where a public employee performs any work-related duty in the course of his or her employment including, but not limited to:

- (a) an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee;
- (b) any intentional display of force which would give an employee reason to fear or expect bodily harm;
- (c) intentional and wrongful physical contact with a person without his or her consent and that entails some injury;
- (d) stalking an employee with the intent of causing fear of material harm to the physical safety and health of the employee when such stalking has arisen through and in the course of employment.

The Town will not tolerate any acts of violence and will take reasonable and practical measures to prevent violence and protect employees and visitors from acts of violence. All employees are responsible for helping to create an environment of mutual respect for each other as well as for visitors. All employees are responsible for following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

Employees are prohibited from possessing firearms or weapons of any kind while on Town premises or in Town vehicles, while conducting business for the Town, or at any work sites or other locations during working hours or while representing the Town, regardless of whether the person is licensed to carry the weapon. Weapons include guns, knives (explosives, and other items with the potential to inflict bodily harm. The only exceptions are sworn police personnel and employees who are required to use knives (e.g., a utility knife) as part of their job duties. If any employee or his/her representative has knowledge of another employee’s possession of a weapon, that knowledge should be reported to a supervisor as soon as possible.

The Town will respond to all incidents of workplace violence or threatening behavior immediately upon notification of the incident.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment.

The Town needs your cooperation to implement this policy effectively and maintain a safe working environment. Do not ignore violent, threatening, harassing, intimidating or other disruptive behavior. If you observe or experience this behavior by anyone on Town premises, whether or not you are a Town employee, you should report it immediately to a supervisor. Supervisors who receive these reports should complete an "Incident Report Form" and seek advice from the Town's Attorney at 727-3200, ext. 216 regarding investigating the incident and initiating appropriate action.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE ATTENTION BY SECURITY OR POLICE SHOULD BE REPORTED TO THE POLICE AT 911.

Enforcement of this policy will be accomplished through the implementation of a Workplace Violence Prevention Program, and by complying with the requirements of the NYS Workplace Violence Prevention Act as set forth in NYS Labor Law Section 27-b. A general review of the Town's Workplace Violence Prevention Program will be conducted every year. Specific reviews will be conducted upon a workplace violence incident.

This policy will be posted in the following locations: all Town buildings.

Individuals who violate this Policy may be subject to removal, criminal and/or civil charges, and/or disciplinary action up to and including termination of employment.

Any employee who, in good faith, makes a report of workplace violence, reports witnessing workplace violence, or is involved in reporting, investigating, or responding to workplace violence, will not be subject to retaliation of any kind. Any employee found to have engaged in retaliatory action will be subject to discipline, up to and including termination.

Overview of the New York State Workplace Violence Prevention Act

Based on an increasing awareness of, and in response to, workplace violence incidents in public sector workplaces.

Among other requirements, Section 27-b requires every public sector employer to:

1. conduct a risk assessment of its worksites to identify and address any existing risk factors that may increase the possibility of workplace violence;
2. provide training for all employees, which informs them of the risk factors that may be present in their workplace(s), measures they can take to protect themselves from these risks, and the steps the employer has implemented to protect employees, such as appropriate work practices, emergency procedures, and use of security alarms and other devices; and
3. for employers with 20 or more full-time employees, develop and implement a written workplace violence prevention program that lists the risk factors and the methods the employer is using to prevent violence and minimize or eliminate identified hazards.

What Is Workplace Violence?

Workplace violence can be any act of verbal or physical violence, threat of physical violence, harassment, intimidation, or other threatening, disruptive behavior that occurs at a worksite or while a public employee performs any work-related duty in the course of his or her employment. Workplace violence can affect or involve employees, visitors, contractors, and others.

For purposes of this policy, the workplace is defined as any location, either permanent or temporary, where an employee performs any work-related duty. This includes, but is not limited to, Town-owned/leased buildings and facilities, parking lots, and traveling to and from work assignments within the work day.

Workplace violence can be inflicted by an abusive employee, a supervisor, member of the public, family member, or even a stranger. Whatever the cause or whomever the perpetrator, workplace violence will not be accepted or tolerated by the Town.

What is a workplace violence incident?

According to the NYS Department of Labor, a workplace violence incident is defined as one or more of the following:

- a. An attempt or threat, whether verbal or physical, to inflict injury upon another person.
- b. Any intentional display of force that would give a person reason to fear or expect bodily harm.

- c. Intentional and wrongful physical contact with a person without his or her consent that entails some injury or offensive touching.
- d. Harassment of a nature that would give a person reason to fear escalation or harassment arising out of or in the course of employment.
- e. Stalking a person with the intent of causing fear when the stalking has arisen through or in the course of employment.

An incident may be committed without one person actually touching or striking or doing bodily harm to another person. Concerns about sexual harassment may also be covered by the Town's Sexual Harassment Policy.

Savings Clause

The Town of Riverhead has made every effort to ensure that this Workplace Violence Prevention Program complies with NYS Department of Labor regulations. In the event any of the provisions, portions or applications of this Program are found to be invalid or inconsistent with any superseding legal requirements by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in the decision will be of no force and effect, but the remainder of the Program will continue to be in full force and effect.

Section 2 – Employee and Supervisory Roles and Responsibilities

Employee Responsibility

It is the responsibility of every Town employee to assist and cooperate in making our workplace as safe as possible. In order to accomplish this task, all employees need to fully understand and adhere to the provisions of this Workplace Violence Prevention Program.

Any employee who witnesses or is the victim of any form of workplace violence, or who notices or perceives any physical condition, procedure, or any other factor that may contribute to the potential risk of workplace violence, should report it to his/her supervisor. If the supervisor is a party to the incident or concern, or if for any reason the employee is not comfortable reporting it to the supervisor, then the report should be made to a member of the Hazard Reduction Team. A list of the Hazard Reduction Team members is available at Town Supervisor's office. All reports should be documented using the attached *Workplace Violence Incident Report Form*, and the supervisor must submit all reports to the Town Supervisor.

If an employee properly refers a matter of concern as set forth above, and the Town is given reasonable opportunity to correct the matter but it has not been resolved or the employee or representative of the employees still believes a violation remains, or if the employee believes that an imminent danger exists, the employee or representative of employees has the right to contact the New York State Department of Labor, in writing, to request an inspection of the situation by the Department of Labor.

Employees who apply for, obtain or are covered by a protective or restraining order that lists specific workplace locations as being protected areas, must provide his/her supervisor or the Town Supervisor with a copy of the petition and declaration used to seek the order as well as a copy of any temporary or permanent protective or restraining order that was granted. The Town will endeavor to maintain confidentiality of same and respect the privacy of the reporting employee to the maximum extent possible consistent with the Town's obligations pursuant to this Program.

An Authorized Employee Representative will be given the opportunity to contribute information, assist with analyzing statistics and conducting the workplace risk evaluation and determination, participate in incident reviews, and provide input about the Workplace Violence Prevention Program.

Any employee who, in good faith, makes a report of workplace violence, reports witnessing workplace violence, or is involved in reporting, investigating, or responding to workplace violence, will not be subject to retaliation of any kind. Any employee found to have engaged in retaliatory action will be subject to discipline, up to and including termination.

Supervisor Responsibility

Supervisors have the responsibility for ensuring that these policies and procedures are clearly communicated and understood by all employees, as well as enforcing them in a fair and consistent manner. Supervisors are accountable for ensuring that all aspects of this Program under their area of responsibility are properly met.

Supervisors must carefully review and assess information provided by employees or other sources. If a problem situation or location is identified, appropriate precautions should be taken based on the specific situation. Information about the problem should be communicated to the Town Supervisor and the Hazard Reduction Team for possible notification of other employees who may work in a similar/identical situation and for updates to the Workplace Violence Prevention Program.

Hazard Reduction Team

A Hazard Reduction Team ("Team") has been established to assess the Town's vulnerability to workplace violence and to make recommendations on preventive actions to be taken. The Team will consist of at least one representative designated by the Town, who initially will be Meg Ferris and an authorized employee representative. The Team will contribute toward maintaining the Program. A copy of the Program is available upon request to the Town Supervisor's office and in all Town buildings.

The Team will conduct the risk assessment and employee surveys. Once the level of risk is determined, the Team will participate in the development of risk reduction strategies, which will then be implemented during employee training.

The Team may participate in the oversight of employee training programs in violence prevention and the development of a plan for responding to acts of violence. It may also participate in communicating this plan internally to all employees. The Team may participate in reviewing previous incidents of violence at Town workplaces. It may analyze and review existing records to identify patterns which may indicate causes and severity of assault incidents and identify changes necessary to correct these hazards. These records include, but are not limited to, past incident reports, insurance records, Workers' Compensation records, accident investigations, and training records.

Additionally, the Team may participate in the inspection of the workplace and evaluate the work tasks of employees to determine the presence of hazards, conditions, operations and other situations which might place workers at risk of occupational assault incidents. Employees may be surveyed to identify the potential for violent incidents and identify or confirm the need for improved security measures. These surveys will be reviewed, updated and distributed as needed.

The Team will also, on at least an annual basis, review and update the Program. The review and update will set forth any mitigating steps taken in response to any incident of workplace violence.

Section 3 – Response Procedures

During An Incident

If a threatening situation arises:

Try to remain calm.

Remove yourself from the threat as quickly as possible.

Immediately call or alert others to call appropriate help (e.g., police, supervisor, ambulance) to obtain immediate on-site assistance.

In emergency situation, dial 911.

Notify coworkers as soon as practical to enable them to also reach safety if danger is imminent and applicable to them.

Post Incident

Steps will be taken to review risks and determine whether additional security measures are needed to mitigate a threat or violent incident. An investigation will take place to determine what actions are appropriate to prevent a similar occurrence. The Town will respect privacy and confidentiality rights of employees during investigations to the greatest extent possible.

If warranted, increased worksite protection, such as additional police or security patrols, will be provided when threats of violence have been made.

Anyone who might be affected if the threat-maker carries out his or her threat may be notified.

Counseling may be provided to victims about options available to them, such as obtaining a restraining order and receiving counseling services from an Employee Assistance Program (EAP).

After the occurrence of a threat or an incident of workplace violence, the Town will maintain open lines of communication to alleviate anxiety and reduce misinformation.

Employees may be assisted with the possible psychological consequences which may result from a workplace violence incident. Counseling services and follow-up treatment, as needed, may be offered to employees and their families.

Dealing With Conflict

There is no sure way to tell whether someone will become violent; however, there are often warning signs before violence occurs. These warning signs do not mean that the individual will actually become violent but, in combination, they should be a cause for concern. Warning signs of potentially violent individuals:

Written, oral, or implied threats or intimidation
Fascination with weaponry or acts of violence
Theft or sabotage of projects or equipment
Alcohol or drug abuse
Expressions of hopelessness or heightened anxiety
Intention to hurt or others
Lack of concern for the safety of others
Externalization of blame
Irrational beliefs and ideas
Romantic obsession
Displays of excessive or unwarranted anger
Feelings of victimization
Inability to take criticism
New or increased sources of stress at home or work
Productivity and/or attendance problems

Do's and Don'ts for Dealing with Potentially Violent Individuals

Do's

1. Do project calmness. Move and speak slowly, quietly, and confidently.
2. Do listen attentively and encourage the person to talk.
3. Do let the speaker know that you are interested in what he or she is saying.
4. Do maintain a relaxed yet attentive posture.

5. Do acknowledge the person's feelings and indicate that you can see she/he is upset.
6. Do ask for small, specific favors such as asking the person to move to a quieter area.
7. Do establish ground rules. State the consequences of violent or threatening behavior.
8. Do employ delaying tactics that give the person time to calm down. For example, offer a cup of water.
9. Do be reassuring and point out choices.
10. Do help the person break down big problems into smaller, more manageable problems.
11. Do accept criticism. When a complaint might be true, use statements such as, "You're probably right" or "It was my fault." If the criticism seems unwarranted, ask clarifying questions.
12. Do arrange yourself so that your exit is not blocked.
13. Do make sure there are three to six feet between you and the other person.

Don'ts

1. Don't make sudden movements that may seem threatening.
2. Don't speak rapidly, raise your volume, or use an accusatory tone.
3. Don't reject all demands.
4. Don't make physical contact, jab your finger at the other person, or use long periods of eye contact.
5. Don't pose in challenging stances: directly opposite someone, hands on hips, or with arms crossed.
6. Don't challenge, threaten, or dare the individual. Never belittle the other person.
7. Don't criticize or act impatient.
8. Don't attempt to bargain with a threatening individual.
9. Don't try to make the situation seem less serious than it is.
10. Don't make false statements or promises you cannot keep.
11. Don't try to impart a lot of technical or complicated information when emotions are high.
12. Don't take sides or agree with distortions.
13. Don't invade the individual's personal space.

Section 4 – Training and Education

Training and Education

All employees will receive training and education on the risks of workplace violence and procedures for responding to and reporting incidents of workplace violence. Training will be provided upon completion of the Program and annually thereafter. Additional training may be required prior to starting a new job assignment, if new laws relating to workplace violence are enacted or there are changes in any current laws, or if the

Town makes significant changes to its Workplace Violence Prevention Program, risk factors or work controls.

The Town's employee training and education will include, but not be limited to, the following areas:

- Overview of the New York State Workplace Violence Prevention Act and NYS Labor Law Section 27-b, and Regulations, 12 N.Y.C.R.R. Part 800.6
- Description and details of the Town's Workplace Violence Prevention Program
- Workplace location of the Town's Workplace Violence Prevention Program manual and the procedures for obtaining a copy
- Definition of workplace violence and the three levels of workplace violence
- Methods of recognizing and responding to the three levels of workplace violence
- Standard response action plan for violent situations
- Procedures for reporting a workplace violence incident or imminent danger
- How and when incidents will be investigated by the Town
- The risk factors identified in the Hazard Reduction Team's risk evaluation
- Measures employees can take to protect themselves from identified risks
- Procedures, policies, safety devices, and/or work environment accommodations which have been implemented to protect employees based on the results of the risk evaluation
- Post-incident procedures, including medical follow-up and the availability of counseling for affected individuals

Specialized training and education may be provided to supervisors as well as to those employees who are at higher risk of workplace violence based on their job duties and/or work site location.

Upon completion of the training, employees may be asked to provide feedback on the quality and content of the training. Upon request to the Town, employees will receive a copy of the Town's Workplace Violence Prevention Program.

Section 5 – Incident Recordkeeping and Reporting and Investigations

Recordkeeping

The Town will maintain accurate records regarding all workplace violence incidents. The Town will adhere to all of the requirements of 12 NYCRR Part 801, known as the Public Employer Recordkeeping Rule, which is implemented pursuant to Section 27-a of the Labor Law, for the recording of employee injuries or illnesses due to workplace violence incidents. All workplace violence incident forms will be kept according to the applicable retention and disposition schedules.

Any situation that meets the definition of a workplace violence incident as defined in Section 1 (Introduction) or any workplace violence injury that results in death, days away

from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness, must be documented on a Workplace Violence Incident Report. Any recordable injury must also be documented on the SH-900 log. The report will be initiated by the employee and completed with the assistance of the Town Supervisor.

The SH-900 Logs and Workplace Violence Incident Reports will be reviewed by the Hazard Reduction Team on a regular basis. The forms will also be summarized and analyzed at least annually so that the Team can identify any trends in the types of workplace violence incidents occurring and to review the effectiveness of the mitigating actions taken.

The Town is required to report employee workplace violence related fatalities and multiple hospitalizations to the New York State Department of Labor's Public Employee Safety and Health (PESH) Bureau within eight hours of the incident. (Refer to NYCRR Part 801 for complete information pertaining to employee recordkeeping and PESH reporting requirements).

Incident Reporting

The Town will follow all federal, state and local laws and procedures in the reporting of workplace violence incidents. Any workplace violence incident that may be of a criminal or domestic violence nature will be immediately reported to the appropriate police authorities or be handled in accordance with accepted operating procedures.

Town Incident Reporting Procedures – All incidents of Level I violence must be reported within 48 hours of occurrence. All Level II and Level III incidents must be immediately reported. The reporting structure is outlined in Section 2 (Employee Responsibility) of this manual. An "Incident Report Form" must be completed for each incident. A copy of the form may be forwarded to the one or more members of the Hazard Reduction Team for their review and investigation.

At a minimum, the report will include the following information: (a) workplace location where incident occurred; (b) date of incident; (c) time of day; (d) incident description; (e) names and job titles of involved employees; (f) extent of injuries; (g) names of witnesses; (h) name or other identifier of other individual(s) involved; and (i) information on preventative actions that the Town has taken or is considering as a result of the incident to mitigate against further like occurrences. These reports will be maintained for use when the program is reviewed and updated. The Incident Report Form contained in this manual or the DOSH (Division of Safety and Health) Sh-900.2 form or C-2 form with the required information added may be utilized.

If the report involves a privacy concern case, the Report will be kept confidential and the Town will replace the name of the employee who was the victim of the workplace violence with "PRIVACY CONCERN CASE" before sharing the Report. The following will be treated as privacy concern cases:

- a. an injury or illness to an intimate body part or the reproductive system;
- b. an injury or illness resulting from a sexual assault;
- c. mental illness;
- d. HIV infection;
- e. needle stick injuries and cuts from sharp objects which are or may be contaminated with another person's blood or other potentially infectious materials; and
- f. other injuries or illnesses, if the employee independently and voluntarily requests that his or her name not be entered in the Report.

The Town Supervisor or designee is required to report any workplace violence related fatalities and multiple hospitalizations to the DOSH District Office within eight hours of the incident.

Nearest [DOSHDistrictOffice](#):
400 Oak Street, Suite 10, Garden City, NY 11530

Incident Investigation

Each incident may be investigated by one or more members of the Hazard Reduction Team depending upon the circumstance. The investigation may take various forms, depending upon the type of incident (e.g., threat assessment, administrative, criminal).

After the occurrence of a workplace violence incident, the Town will consider prevention enhancements which may be necessary to properly protect employees. The Team may discuss the causes of the incident and make recommendations on how to revise the Workplace Violence Prevention Program, if necessary, to prevent similar incidents from occurring. Revisions to the program will be put in writing and made available to all employees.

Section 6 – FORM

The following form is to be used in reporting a Workplace Violence incident:

FORM-1 – Workplace Violence Incident Report Form

TOWN OF RIVERHEAD

Workplace Violence Incident Report Form

This form is to be used to document any reportable workplace violence incident. This form is to be completed and immediately forwarded to the Hazard Reduction Team.

Employee Name _____

Job Title _____

Location Where Incident Occurred _____

Date and Time of Incident _____

Name of Individual Completing
This Report _____

Date Incident Report Completed _____

Date Incident Report Received by
Hazard Reduction Team _____

Supervisor’s Name and
Signature _____

Date Report Submitted to the Local
Office of the Dept. of Labor _____

List any individuals who may have witnessed this incident:
Witness Name, Job Title and Witness Work Phone Number

Check the Type of Violence the victim experienced (Levels I, II, or III):

Level I Violence

- Intimidation Bullying Verbal Abuse Minimal Harassment
- Shouting Swearing Obscene Gestures False Statements

Level II Violence

Psychological Trauma Suicide Threat Threats of Assault Advanced Harassment
 Shouted at Directly Swore at Directly Obscene Calls Being Followed or Stalked

Level III Violence

Shooting Stabbing Striking with an Object Sexual Assault
 Pushing Grabbing Throwing Objects Homicide

Please provide a detailed description of the incident.

Assailant/Perpetrator Name Address

- Member of the Public
- Employee’s Spouse
- Employee’s Significant Other
- Employee’s Supervisor
- Co-worker
- Former employee
- Other (specify)

Did police respond to the incident? Yes No

If yes, please specify the name of the Police Department _____

Was a police report filed? Yes No Police Report Number _____

Were you injured? Yes No

If yes, please specify your injuries and the name/location of any treatment that you received.

Did you lose any work days? Yes No If yes, how many days _____

Have you received counseling since this incident? Yes No

Did you have any reason to believe that this incident might occur? Yes No

Has the employer taken measures of which you are aware to avert this incident from occurring in the future? Yes No Please describe:

TOWN OF RIVERHEAD

Resolution # 487

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's non-medical in-home personal care program for the elderly residents of Riverhead on a fee-for-service basis at the rate of \$16.30 per unit of service for 2014/2015; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

Contract

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

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

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

Term of the Contract: April 1, 2014 through March 31, 2015; with an option, to be exercised at the County's discretion, to September 30, 2015 on the same terms and conditions herein.

Total Cost of the Contract: Shall be paid on a fee-for service basis at the rate of \$16.30 per unit of service as set forth in Articles V and VI, attached.

Terms and Conditions: Shall be as set forth in Articles I through VI, 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
Title: 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:
Department**

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

Name _____
Date _____

Recommended:

By: _____
Mindy Reznik
Administrator I
Date _____

**Approved as to Legality:
Dennis M. Brown
County Attorney**

By: _____
Mary E. Porter
Assistant County Attorney
Date _____



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

Whereas, the Contractor has been identified in the 2014 Suffolk County Adopted Budget to perform the Services for the Department; and

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

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

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

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

1. Conflicting Provisions

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

2. Goals of Program

The Contractor shall provide EISEP/CSE Housekeeper/Chore services to functionally impaired persons aged sixty (60) or over, who are not eligible to receive the same or similar services available under Titles XVIII, XIX, or XX of the Federal Social Security Act or any other governmental program, with non-medical in-home services. These services allow elderly persons to remain safe and independent in their own homes.

3. General Program Terms and Conditions

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

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

- d. Reimbursement per unit of service is to be made at the rate as stated on the cover page under Total Cost of Agreement, in full reimbursement without regard to expenses actually incurred. Reimbursement will be made only for actual services rendered, as authorized in the care plan.
- e. The Contractor shall comply with determinations made by the Department's case managers as to the portion of cost-sharing by participants. Such cost sharing shall be deducted from the amount to be reimbursed by the County. Contractors shall be responsible for the collection of that portion in accordance with the EISEP cost-share collection procedure.
 - i. In the event that the contractor cannot collect cost-sharing fees from clients despite the contractor's demonstrated good faith effort, the Contractor shall submit a Standard County Voucher monthly for any revenue adjustment.
 - ii. Should a circumstance arise where the Contractor has vouchered and been reimbursed by the County for an uncollectible cost-sharing fee, and is subsequently paid by the client, the Contractor shall submit a Standard County Voucher monthly for any revenue adjustment, regardless that the Term of Agreement has been completed.

4. Description of Personal Care

The personal care to be provided by the Program shall consist of, but not be limited to, the following:

Personal Care Level 1

A service that includes some or total assistance with the following tasks on behalf of or to assist a person commensurate with the person's limitations in IADLs (Instrumental Activity of Daily Living):

- Making and changing beds.
- Dusting and vacuuming the rooms which the person uses.
- Light cleaning of the kitchen, bedroom and bathroom.
- Dishwashing.
- Listing needed supplies.
- Shopping for the person.
- The person's laundering, including necessary ironing and mending.
- Preparing meals, including simple modified diets.
- Paying bills and other essential errands.
- Escorting to appointments and community activities.

5. Administration

- a. Overall administration of the Program will be the responsibility of the Contractor. The Contractor or its designee will insure proper implementation and direction of the Program, 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.

6. Contractor's Staff

- a. The Contractor agrees to employ adequate numbers of qualified staff and supervisory personnel to meet all the specifications 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. Each non-medical in-home service worker shall receive regularly scheduled supervision in each client's home by the designated housekeeper supervisor at least once every six (6) months. Supervisory visits are to be unannounced to the in-home services worker. Copies of the supervisory reports must be kept on file and made available to the Department if requested.
- d. The Contractor shall comply with SDOH health requirements for in-home service workers pursuant to 10 NYCRR 766.11 (c) and (d) or any successor regulation.
 1. All in-home workers are in good physical health;
 2. The health status of all new personnel is assessed and documented prior to the beginning of client contact, to ensure that he or she is free from any health impairment that is of potential risk to the client, client's family, informal caregivers, or employees or that may interfere with the performance of duties;
 3. A record of the following tests and examinations is maintained for all employees who have direct client contact;
 - i. Immunization to rubella, consistent with good medical practice, except that women of childbearing age shall have a screening test approved by the New York State Department of Health; and
 - ii. PPD (Mantoux) skin test for tuberculosis prior to employment and no less than every two years thereafter for negative findings. Positive findings shall require appropriate clinical follow-up but no repeat skin test;
 - iii. Any test that may be required by the local board of health; and
 - iv. An annual, or more frequent if necessary, health status assessment to assure that all personnel are free from any health impairment that is of potential risk to the patient, family, or employees or that may interfere with the performance of his or her duties.
- e. Each in-home services worker shall receive an annual assessment of his or her performance and effectiveness.
- f. Each person providing housekeeping/chore, Personal Care Level 1, services shall:
 1. Be instructed, prior to delivering any in-home services, on how to work with the elderly;
 2. Receive an orientation, prior to delivering any in-home services to:
 - i. the housekeeping/chore tasks which the worker may perform;
 - ii. the policies and procedures of the provider agency; and
 - iii. the rights of clients as set forth in section 6654.16(ai) of this Part:

3. Receive on-the-job training as needed to instruct the housekeeping/chore, Personal Care Level 1 worker, in a particular skill or technique or to assist in resolving problems in individual care situations.

- g. The Contractor shall complete a criminal history check on all in-home services workers and applicants.
- h. The Contractor shall screen in-home workers and job applicants for previous history of client abuse or criminal conviction for a felony relevant to their duties.
- i. The Contractor shall adhere to the requirements of 9NYCRR 6654.17 (j) now in effect or as amended hereafter with regard to its personnel.
- j. The provisions of this paragraph six (6) are in addition to the provisions of Article V, paragraph 10, subparagraph n.

7. 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.

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 (1)). 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, maintain a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. 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 (1) unit of service is equal to one (1) hour of EISEP service.

The Contractor shall submit monthly reports covering program activity and monthly schedule reports covering units of service and expenses. These reports must be submitted to the Department by the tenth (10th) day of the month following the period being reported. Any other reports, such as the personal care weekly worksheets, shall be submitted as required by the Department. Such reports must be on a form specified by the Department and shall comply with all procedures required by the Department for the proper payment of vouchers and audits.

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 Contract. All such notifications should be given to the Department immediately after the incident, if possible, but in no case longer than five (5) days after the incident. The Contractor further agrees to send the Department copies of all "notices of claim" or any other papers relating to litigation it receives relating to the program covered under this Agreement.
- b. The Contractor will report at least verbally to the Department, within twenty-four (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 five (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:

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

- b. Any announcements of the Program on radio or television must identify funding in the same manner.
- c. The provisions of this paragraph 12 supersede the provisions of paragraph 20 of Article III.

13. Contributions and Satisfaction Surveys

- a. The Contractor has the obligation to inform any senior citizen who is not required to share a portion of the cost of service of the opportunity to make a free, willing and anonymous contribution. All contributions collected shall be deducted from the amount to be reimbursed by the County. 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 generated under EISEP/CSE shall remain with EISEP/CSE and must be used to expand services. The Contractor must send a letter to each recipient at least annually informing him/her of the opportunity to contribute. The letter must include the sources of funding for the program and the following information:

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

- b. In accordance with NYOFA Regulation 6654.8, the Department has developed a method for surveying client satisfaction to assure that the views of older persons are solicited and considered as to the operation of the program. The surveys seek to maintain the client's right to confidentiality. The Department sends each cost sharing client a survey at least once annually.
- c. The Contractor will send a survey to non-cost-sharing clients at least once annually.
- d. The Contractor must encourage individuals with self-declared incomes at or above one hundred eighty five percent (185%) of the federal poverty guideline to contribute at levels based on the actual cost of services.

14. 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.

15. Grievance Procedures

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), and NYS Regulation 6654.16, the Department has established a process for resolving complaints from older persons who are dissatisfied with or denied services. The Contractor shall comply with the requirements of the Grievance Procedures as set forth in Article IA - Grievance Procedures.

End of Article I

**Article IA
Grievance Procedures**

1. Purpose

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA) and NYS Regulation 6654.16, the Suffolk County Office for the Aging has established a process for resolving complaints from older persons who are dissatisfied with or denied services.

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 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 (6) 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 IB

**New York State Office for the Aging Regulations (“Regulations”) governing the Expanded In-Home Services for the Elderly Program 9 NYCRR Part 6654.17 and 6654.19 EISEP Ancillary Services.
Any parts regarding personal care are not part of this contract.**

End of Article IB

5/26/10

9 NYCRR section 6654.6(b)(4)(iii) is amended as follows:

(iii) the housing adjustment is the amount by which the client's average monthly housing expenses exceed 40 percent of the threshold, except that the housing adjustment shall not exceed [20] 40 percent of the threshold [(at the time these regulations were promulgated, 40 percent of the threshold was \$362 for clients living with spouses whose income is available to meet their needs and \$268 for all other clients)];

**9 NYCRR section 6654.19 is repealed and replaced with a new section 6654.19 as follows:
Section 6654.19 EISEP ancillary services.**

(a) Ancillary services include non-medical services, items and other supports which together with other assistance are intended to provide an individual in need of long term care with the ability to remain safely in the community with an acceptable quality of life.

(b) Ancillary services shall be provided only to an EISEP client pursuant to a care plan on a per client basis.

(c) A client will be re-evaluated in accordance with the reassessment process found in §6654.16 of this Part to insure that all ancillary services provided under this section are appropriate and necessary and continue to be in accordance with the client's care plan.

(d) Expenditures for ancillary services may only be made if no other payment source is available.

(e) Allowable services, items/goods and other supports which may be provided under ancillary services are as follows:

(1) those that maintain or promote the individual's independence such as:

(i) purchasing/renting of equipment or assistive devices

(ii) purchasing/renting, maintaining and repair of appliances

(iii) personal and household items

(iv) social adult day services

(v) transportation to needed medical appointments, community services and activities

(2) those that maintain, repair or modify the individual's home so that it is a safe and adequate living environment, such as:

(i) home maintenance and chores

(ii) heavy house cleaning

(iii) removal of physical barriers

(3) those that address everyday tasks, such as: (i) house cleaning

(ii) laundry (iii) grocery shopping, shopping for other needed items and other essential errands
(iv) bill paying and other essential activities (iv) providing meals (v) escort to appointments and other community activities

(f) The following items or services may not be provided as an ancillary service:

(1) food, except for meals provided under the nutrition program administered by an area agency or other meals that the area agency has determined meet the nutritional requirements of such program;

(2) housing expenses which include, but are not limited to, expenditures for rent, mortgage, property taxes, heating fuel, gas, electricity, water, sewage, garbage collection, cable television and telephone services; and

(3) items or services that can be obtained only with a prescription or doctor's order

(g) The area agency must have and follow written policies and procedures for ensuring justification and documentation for each ancillary service provided.

(h) Documentation verifying the receipt of the ancillary service must be maintained in the client case record.

(i) For any item or alteration to be left in the client's home for an extended period or permanently, the area agency must have a signed agreement with the client that includes statements regarding ownership of the item or alteration and the responsibilities of the client and agency regarding the item or alteration. Movable durable items remain the property of the area agency until the area agency determines that the item has no appreciable value.

9 NYCRR Section 6655.7(e) is amended as follows:

(e) No more than an amount equal to [10] 33 percent of the total county's State EISEP services allotment and local match under EISEP may be spent on ancillary support services. An amount equal to at least [50] 33 percent of the county's State EISEP services allotment and local match under EISEP must be spent on in-home services, except for the first program year in which a county expends EISEP service dollars under its EISEP program.

Section 6654.17 EISEP in-home services.

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

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

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

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

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

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

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

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

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

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

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

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

(8) meal preparation, including simple modified diets;

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

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

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

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

(2) some or total assistance with:

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

(ii) dressing; [and]

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

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

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

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

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

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

[(v)] viii) feeding;

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

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

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

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

[(ix) xii] changing simple dressings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) working with the elderly;

(c) body mechanics;

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

(e) safety and accident prevention; and

(f) food, nutrition and meal preparation.

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

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

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

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

(1) the family and family relationships;

(2) the child in the family;

(3) mental illness and mental health;

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

(5) family spending and budgeting;

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

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

(1) attendance at all classes or equivalent instruction;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) orientation to the client and worker; and

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

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

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

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

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

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

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

(4) receive administrative supervision on a regular basis.

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

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

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

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

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

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

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

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

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

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

(2) updated in a timely manner; and

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

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

(1) Containing at a minimum:

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

(ii) contact information;

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

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

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

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

(vii) required payroll and other benefits documents;

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

Article II
Definitions

I. 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

I. 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, of every person performing any Engineering Services. 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 26 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. The County shall be named an additional insured.
 - 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.

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

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.

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).

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. 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.

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.

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;

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:

v.) all executed forms required pursuant to Article IV of the Contract, that are required to be submitted by the

i.) if the Contractor is a partnership, the

Contractor; and

by the County of Suffolk.”

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 26 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.

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. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may

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

exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

25. 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.

26. 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

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE COUNTY ATTORNEY'S OFFICE AND THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

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"

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."

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.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Suffolk County Local Laws Website Address

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

End of Text for Article IV

Article V
General Fiscal Terms and Conditions

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 25 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. If the Contractor is seeking such a modification, the Contractor shall contact the Department to receive the form and enter the required information. When the County and the Contractor agree as to such revisions, the Contractor shall sign the Budget Modification form and return it to the County for execution along with any other documentation the Department may require.

ii.) Such request must be made in advance of incurring any expenditure for which the revision is needed.

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.

conditions under which such reimbursement shall be paid.

- ii.) When the County and the Contractor agree as to such revisions, the Department will enter the information into the Budget/Services Revisions form and send it to the Contractor for signature. The Contractor shall return it to the County for execution along with any other documentation the Department may require.

- 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.

- 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.

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

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.

- 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.

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.

- 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.

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

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 25 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. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall submit 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, Conference, and Meeting Attendance: SOP A-07 Amendment I

Reimbursement to the Contractor for travel costs shall not exceed amounts allowed to County employees. 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 which may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

l. 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.

m. 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.

n. 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.

o. 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.

p. Comptroller's Rules and Regulations

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" and "SOP A-07 Amendment 1" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

End of Text for Article V

Article VI

Budget

**EISEP/CSE Housekeeper Chore & Ancillary
Town of Riverhead**

April 1, 2014– March 31, 2015

FEES FOR SERVICE

Non-Medical in-home personal care at the rate of \$16.30 per unit of service, as authorized in the care plan, for the current program year.

TOWN OF RIVERHEAD

Resolution # 488

AUTHORIZES NELSON, POPE & VOORHIS, LLC, TO RETAIN THE SERVICES OF GRAPHIC IMAGE GROUP REGARDING WEBSITE DESIGN UPON TERMS AND CONDITIONS DELINEATED IN THE STEP 2 BOA NOMINATION AGREEMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead was deemed eligible and awarded a Step 2 Nomination Brownfield Opportunity Areas (BOA) Grant in the amount of \$567,000.00, by the New York State Department of State; and

WHEREAS, the purpose of the grant is to provide funds to defray the costs associated with the development of a community economic redevelopment and revitalization plan along an area from the Peconic River near the Long Island Expressway easterly to the downtown Riverhead corridor; and

WHEREAS, the Town of Riverhead proffered a Request For Proposals (RFP) from qualified companies with the qualifications to facilitate a nomination pursuant to the terms of the grant award; and

WHEREAS, the Town of Riverhead , on or about October 16, 2012, determined that Nelson, Pope & Voorhis, LLC, was the best and most responsible bidder to facilitate a Step 2 BOA nomination based upon their RFP response; and

WHEREAS, on or about October 16, 2012, the Town of Riverhead awarded the Step 2 BOA nomination contract to Nelson, Pope & Voorhis, LLC, in the maximum amount of \$467,930.00, based upon the New York State Department of State Step 2 Nomination BOA Grant award which was executed on or about February 15, 2013, pursuant to resolution number 107-13 (2-5-2013); and

WHEREAS, Nelson, Pope & Voorhis, LLC, wishes to retain the services of Graphic Image Group regarding website design, marketing strategy and an action plan pursuant to the attached scope of proposed services in the maximum amount of \$12,000, on a sub-contractor basis, pursuant to the terms and conditions of the Step 2 BOA Nomination Agreement, including budgetary allotment; and

WHEREAS, the Step 2 BOA Nomination Agreement requires Nelson, Pope & Voorhis, LLC, to obtain the consent of the Town of Riverhead to retain sub-contractor services regarding the Step 2 BOA nomination Agreement.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead authorizes Nelson, Pope & Voorhis, LLC, to retain the services of Graphic Image Group in the maximum amount of \$12,000 pursuant to the terms and conditions of the Step 2 BOA

Nomination Agreement, including budgetary allotment, as well as the attached proposed scope of services; 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

PROPOSED SCOPE OF SERVICES

The Riverhead BOA Steering Committee, Town Project Manager and NP&V have recommended that Graphic Image Group be retained to provide professional marketing services which fall within the tasks of Component 8 – Marketing.

The following provides modified language to describe the tasks and deliverables for this component, as the defined needs have evolved through the course of the project.

Original Task Description	Refined Task Description
<p>SLI and NP&V will work with the Town to develop a comprehensive marketing and branding strategy to reposition the Main Street corridor and Downtown Riverhead as a central point for the East End Region of Long Island. Task will include development of a marketing strategy and action plan for building upon cultural assets, resources, institutions, businesses and connectivity, including eco- and agritourism and for attracting new businesses and visitors. Materials that draw attention to the historic and cultural resources of the bustling Main Street area will be designed and formatted, including text and graphics for consideration by the Town.</p> <p>The tasks will include a professionally designed website to highlight local businesses, cultural and natural assets, transportation resources, emerging opportunities for prospective developers and other stakeholders, as well as inform people of improvements and revitalization progress. The products will also include detailed marketing outreach materials for specific target markets (assumes +/- 5 variations) and the budget for expenses has been devised to accommodate the production of</p>	<p>NP&V has worked with the Town to refine the marketing strategy with the intent to develop a new brand for the downtown and gateways, including a logo that can translate across many mediums (such as use in print materials as well as coordinated signage program that is an initial recommendation of the BOA study).</p> <p>The strategy is to provide a streamlined website that is visually pleasing and strikes an emotional chord with visitors to the area, drawing new potential customers to local businesses and attendees at the many cultural events in Riverhead, and thus repositioning the Main Street corridor and Downtown Riverhead as a central point for the East End Region of Long Island.</p> <p>Task will include development of new brand for the downtown which builds upon the cultural assets, natural and scenic resources, institutions, businesses and connectivity, and for attracting new businesses and visitors.</p> <p>A template for a letter sized page for downloadable materials to be used to list the businesses, services, attractions (historic, natural and cultural) of the area will be designed which will be used by the Town to create updated lists of same for inclusion on the website.</p> <p>It is noted that the Sustainable Long Island website has been utilized by the project team to provide information about the revitalization process.</p> <p>The website designed by Graphic Image Group will be a standalone product which will be an asset for the Town of Riverhead long after the BOA project is completed.</p>

<p>500 full-color glossy tri-fold brochures and 500 full-color glossy flyers.</p> <p>SLI will work with the Town and project team to develop messages that can be distributed via brochures, Facebook, Twitter, website, press articles, and other media as approved.</p> <p><i>Product: A comprehensive marketing strategy and action plan. Professionally designed website. Mock-ups and/or templates for web-based and print based marketing and promotional materials; production of glossy brochures.</i></p>	<p>Expenses for the subcontractor Graphic Image Group are to be directed to the development of the professional logo and rebranding effort, professional photography and the development of a streamlined website which, as noted above, is visually pleasing through the use of professional photography of local attractions, businesses and natural resources, and links to a map with links to local goods, services and attractions and downloadable directory. Graphic Image Group will assist in establishing the map link with points inputted using a Town database and map points may be updated using the Google Map Engine interface as new businesses and attractions are established.</p> <p>NP&V will manage these tasks, coordinate with Graphic Image Group and interface with the Steering Committee and representatives of the Town; as well as to assist the Town with generating the content for the customized map and downloadable promotional directory for incorporation into the website.</p> <p><i>Products: Rebranding and logo design for the Downtown and gateways. Professional photography of local attractions, businesses and services. Professionally designed website to include landing page with map links to area resources. Template for downloadable PDF documents for attractions, businesses and services within the downtown and gateways.</i></p>
<p>Original budget: \$26,769</p>	<p>Remaining budget: \$19,558 Budget proposed by Graphic Image Group: \$12,000 Remaining budget for NP&V component: \$7,558</p>

TOWN OF RIVERHEAD

Resolution # 489

**APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS & HUMANITIES
COUNCIL, INC.**

(JumpstART 2014 – Friday, August 8, 2014)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on June 6, 2014, the East End Arts & Humanities Council Inc. (“EEAC”) submitted a Chapter 90 Application for the purpose of conducting an event entitled “JumpstART 2014”, to include art performances, presentations, music and unveiling of art work throughout downtown Riverhead (i.e., East End Arts grounds, storefronts, business windows, Grangebél Park and riverfront gazebo), to be held on Friday, August 8, 2014, between the hours of 5:00 p.m. and 9:00 p.m.; and

WHEREAS, EEAC 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 naming the Town of Riverhead as an additional insured; and

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

NOW THEREFORE BE IT RESOLVED, that Town Board of the 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 EEAC for the purpose of conducting an event entitled “JumpstART 2014”, to include art performances, presentations, music and unveiling of art work throughout downtown Riverhead (i.e., East End Arts grounds, storefronts, business windows, Grangebél Park and riverfront gazebo), to be held on Friday, August 8, 2014, between the hours of 5:00 p.m. and 9:00 p.m., is hereby approved; and be it further

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's Office no later than July 8, 2014; 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 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 the Town Clerk is hereby authorized to forward a copy of this resolution to the East End Arts & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901, Attn: Patricia Snyder; 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 # 490

RESOLUTION ESTABLISHING PERMIT APPLICATION FEE FOR EXISTING FLOATING HOMES, FLOATING CABANAS AND HOUSE BARGES PURSUANT TO CHAPTER 106 ENTITLED "WATERWAYS" OF THE RIVERHEAD TOWN CODE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Board of the Town of Riverhead, by Resolution #610 adopted on August 20, 2013, amended Chapter 106 of the Town Code of the Town of Riverhead to include regulation of the use of vessels commonly described and known as floating homes, floating cabanas or house barges to all waters within or bordering the Town of Riverhead; and

WHEREAS, pursuant to Chapter 106 §106-5 (C) of the Town Code all existing floating homes, floating cabanas or house barges which qualify for an exemption from prohibition as set forth in §106-5 (B) must adhere to criteria outlined in Chapter 106, including installation of a holding tank for all wastewater and wastewater disposal system in conformance with all applicable laws and regulations and a permit; and

WHEREAS, the Conservation Advisory Counsel, after consultation with support staff, building department staff, and financial administrator, recommends that the Town Board authorize a fee in the amount of \$500.00 as and for administration of the permit application.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby establishes a fee of \$500.00 as and for application fee necessary to obtain the requisite permit pursuant to Chapter 106 §106-5 (D) 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 # 491

TOWN BOARD AMENDMENT TO RESOLUTION #428 RELATING TO TERMS AND CONDITIONS OF SALE OF PROPERTY LOCATED AT 24 EAST SECOND STREET, RIVERHEAD, NY (SCTM# 600-128-5-25) KNOWN AS 2ND ST. FIREHOUSE, SUBJECT TO PERMISSIVE REFERENDUM

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead owns property located at 24 East Second Street, Riverhead, NY, SCTM# 600-128-5-25 ("Subject Property"), and

WHEREAS, the Town has evaluated several Town-owned parcels and buildings for possible sale or renovation, including 24 East Second Street, Riverhead, NY, in an effort to revitalize downtown Riverhead; and

WHEREAS, for some time the Town considered the sale, lease or renovation, of the 2nd St. Firehouse; and

WHEREAS, by Resolution #428 adopted on June 5, 2014, the Town Board authorized the Office of the Town Attorney to proceed with negotiation and preparation of documents to effectuate the sale of property at 24 East Second St., Riverhead, NY known as the 2nd St. Firehouse to Robert Castaldi and/or Castle Restoration subject to the following terms; sale of the building *only* such that the parking lot area would be part of parking district property, purchase price in the amount of \$500,000.00, and conditioned upon said sale to be completed within 30 days; and

WHEREAS, the Town Board and Robert Castaldi each seek to modify the terms and conditions outlined above, including consideration of and time parameters related to a possible change of zone required to utilize the subject premises for an indoor farmers market and/or agri-tourism center, redefining portion of property to be sold to provide buffer between building and parking lot area to ensure safe means of entering and exiting building.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the sale of the building together with a limited portion of property identified on the annexed map (currently depicted as paved area including some portions of parking stalls abutting building and including shed); Town Board, on its own motion, shall consider a change of zone for the subject property from DC4 to DC1; within 30 days from Town Board determination to grant or deny change of zone, Robert Castaldi may (1) make application, by letter to Town Board and Community Development Agency, for such grant funds that may be available through Town application to the State of New York related to agri-tourism/farmers market and (2) at his sole cost and expense, conduct such environmental reviews (i.e. Phase I or Phase II) deemed appropriate and complete same within 60 days; and within 30 days of completion of environmental review Robert

Castaldi and/or Castle Restoration shall enter into a binding contract of sale for the subject property in the amount of for \$500,000.00 and agree to a term in the contract requiring that sale (closing) be completed within 30 days from date of contract subject to Town completion of necessary land division; all of the abovesubject to permissive referendum as provided in the provisions of Town Law and Municipal Home Rule Law; and

BE IT FURTHER RESOLVED that the Town Board authorizes the Office of the Town Attorney to proceed with preparation of documents to effectuate the sale subject to the terms set forth above, including preparation of documents related to land division; and

BE IT FURTHER RESOLVED BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to execute any documents to effectuate the sale subject to the terms set forth above, being and intended to include; contract of sale, application for land division; real estate transfer documents, and deed transferring title; and

BE IT FURTHER RESOLVED, that the Town Board hereby declares that upon completion of sale, the sum of \$125,000.00 of the \$500,000.00 purchase price shall be reserved and committed for projects and/or improvements related to recreation facilities and programs; and

BE IT FURTHER RESOLVED that theTown Clerk be and is hereby authorized to forward a copy of this resolution to Robert Castaldi, Castle Restoration & Construction, Inc. and the Office of Town Attorney; 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; and

BE IT FURTHER RESOLVED that the Office of the Town Clerk for the Town of Riverhead shall publish and post a public notice in the July 10, 2014 issue of the News-Review, an abstract of which is as follows:

**PUBLIC NOTICE
TOWN OF RIVERHEAD**

NOTICE IS HEREBY GIVEN that at aregular Town Board meeting of the Town Board, as governing body of the Town of Riverhead, held on July1, 2014, the Town Board duly adopted a resolution, an abstract of which follows, which resolution was made subject to a permissive referendum pursuant to the provisions of Town Law and Municipal Home Rule Law:

**TOWN BOARD AMENDMENT TO RESOLUTION #428 RELATING TO TERMS AND
CONDITIONS OF SALE OF PROPERTY LOCATED AT 24 EAST SECOND STREET,
RIVERHEAD, NY (SCTM# 600-128-5-25) KNOWN AS 2ND ST. FIREHOUSE,
SUBJECT TO PERMISSIVE REFERENDUM**

Councilman Gabrielsen offered the following resolution,
which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead owns property located at 24 East Second Street, Riverhead, NY, SCTM# 600-128-5-25 ("Subject Property"), and

WHEREAS, the Town has evaluated several Town-owned parcels and buildings for possible sale or renovation, including 24 East Second Street, Riverhead, NY, in an effort to revitalize downtown Riverhead; and

WHEREAS, for some time the Town considered the sale, lease or renovation, of the 2nd St. Firehouse; and

WHEREAS, by Resolution #428 adopted on June 5, 2014, the Town Board authorized the Office of the Town Attorney to proceed with negotiation and preparation of documents to effectuate the sale of property at 24 East Second St., Riverhead, NY known as the 2nd St. Firehouse to Robert Castaldi and/or Castle Restoration subject to the following terms; sale of the building *only* such that the parking lot area would be part of parking district property, purchase price in the amount of \$500,000.00, and conditioned upon said sale to be completed within 30 days; and

WHEREAS, the Town Board and Robert Castaldi each seek to modify the terms and conditions outlined above, including consideration of and time parameters related to a possible change of zone required to utilize the subject premises for an indoor farmers market and/or agri-tourism center, redefining portion of property to be sold to provide buffer between building and parking lot area to ensure safe means of entering and exiting building.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the sale of the building together with a limited portion of property identified on the annexed map (currently depicted as paved area including some portions of parking stalls abutting building and including shed); Town Board, on its own motion, shall consider a change of zone for the subject property from DC4 to DC1; within 30 days from Town Board determination to grant or deny change of zone, Robert Castaldi may (1) make application, by letter to Town Board and Community Development Agency, for such grant funds that may be available through Town application to the State of New York related to agri-tourism/farmers market and (2) at his sole cost and expense, conduct such environmental reviews (i.e. Phase I or Phase II) deemed appropriate and complete same within 60 days; and within 30 days of completion of environmental review Robert Castaldi and/or Castle Restoration shall enter into a binding contract of sale for the subject property in the amount of for \$500,000.00 and agree to a term in the contract requiring that sale (closing) be completed within 30 days from date of contract subject to Town completion of necessary land division; all of the above subject to permissive referendum as provided in the provisions of Town Law and Municipal Home Rule Law; and

BE IT FURTHER RESOLVED that the Town Board authorizes the Office of the Town Attorney to proceed with preparation of documents to effectuate the sale subject to the terms set forth above, including preparation of documents related to land division; and

BE IT FURTHER RESOLVED BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to execute any documents to effectuate the sale

subject to the terms set forth above, being and intended to include; contract of sale, application for land division; real estate transfer documents, and deed transferring title; and

BE IT FURTHER RESOLVED, that the Town Board hereby declares that upon completion of sale, the sum of \$125,000.00 of the \$500,000.00 purchase price shall be reserved and committed for projects and/or improvements related to recreation facilities and programs; and

BE IT FURTHER RESOLVED that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Robert Castaldi, Castle Restoration & Construction, Inc. and the Office of Town Attorney; 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

z:\projects\second street fire house\second street firehouse_castaldi parking requirements.dwg

THIRD STREET

65 PARKING SPACES

EXIST. GARAGE

NO PARKING

25' TYP

20' TYP

13'± TYP

PRIVATE PARKING (NOT CONNECTED)

EXIST. STRUCTURE (FIREHOUSE)

SECOND STREET



TOWN OF RIVERHEAD

200 HOWELL AVENUE
Riverhead, New York 11901

REVISIONS

no.	date	description
-	-	-

DATE: 6/19/2014
SCALE: 1" = 40'
DESIGN BY: R CASTALDI
DRAWN BY: RJH

PROJECT TITLE

SECOND STREET
VACANT FIREHOUSE

SHEET TITLE

POTENTIAL PARKING

SHEET NUMBER

1 of 1

TOWN OF RIVERHEAD

Resolution # 492

2013 GENERAL FUND

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a 12/31/13 budget adjustment is necessary for Police Personnel, MTA Tax, Retirement and Social Security Appropriations.

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

		<u>FROM</u>	<u>TO</u>
001.031200.511100	Police Personnel	23,471.59	
001.090150.581100	NYS Police Retirement	8,009.00	
001.090350.582100	Social Security – Police Uniform	28,610.14	
001.031200.511500	Police – Non Uniform Personnel		23,471.59
001.090100.581500	NYS Retirement		8,009.00
001.090300.582500	Social Security – Non-Uniform Personnel		14,437.93
001.090350.582500	Social Security – Police Non-Uniform		8,971.30
001.090550.585510	MTA Tax – Police Uniform		5,200.91

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Police 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 # 493

**APPROVES CHAPTER 90 APPLICATION OF JAMESPORT FIRE DEPARTMENT
(5K & 10K Race – Sunday, August 24, 2014)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on June 24, 2014, the Jamesport Fire Department submitted a Chapter 90 Application for the purpose of conducting a 10K race from Iron Pier Beach to Jamesport Town Beach and a 5K race from the Jamesport Town Beach through various public roadways and will end back at Jamesport Town Beach, to be held on Sunday, August 24, 2014, between the hours of 6:00 a.m. and 10:00 a.m.; and

WHEREAS, the Jamesport Fire Department 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 Jamesport Fire Department has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

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

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

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

RESOLVED, that the application of the Jamesport Fire Department for the purpose of conducting a 10K race from Iron Pier Beach to Jamesport Town Beach and a 5K race from the Jamesport Town Beach through various public roadways and will end back at Jamesport Town Beach, to be held on Sunday, August 24, 2014, between the hours of 6:00 a.m. and 10:00 a.m. is hereby approved; and be it further

RESOLVED, should any tent(s) be utilized, 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 receipt of an updated certificate of insurance no later than July 15, 2014, as the current certificate of insurance submitted with the Chapter 90 application shall expire on July 23, 2014; and be it

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office no later than August 1, 2014; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Jamesport Fire Department, Paul Higgins, 25 Manor Lane, Riverhead, New York, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 494

**APPROVES CHAPTER 90 APPLICATION OF MANORVILLE FIRE DEPARTMENT TO
CONDUCT A SUMMER CARNIVAL FUNDRAISER
(August 21st through August 24th, 2014)**

Councilman Wooten offered the following resolution,
which was seconded by Councilman Gabrielsen

WHEREAS, on May 28, 2014, Manorville Fire Department submitted a Chapter 90 Application for the purpose of conducting a Summer Carnival fundraiser to be held at the Veteran's Memorial Park located within the Calverton Enterprise Park, Middle Country Road, Calverton, New York, to include a carnival with midway rides, car show, live music, and an antique fire truck and brush truck show on Thursday, August 21, 2014 through Sunday, August 24, 2014, between the hours as follows:

Thursday - 4:00 p.m. to 10:00 p.m.
Friday – 4:00 pm to 10:00 p.m.
Saturday – 10:00 a.m. to 10:00 p.m.
Sunday – 10:00 a.m. to 5:00 p.m.; and

WHEREAS, Manorville Fire Department 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, Manorville Fire Department has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

WHEREAS, a certificate of insurance (general liability only) 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 application of Manorville Fire Department for the purpose of conducting a Summer Carnival fundraiser to be held at the Veteran's Memorial Park located within the Calverton Enterprise Park, Middle Country Road, Calverton, New

York, to include a carnival with midway rides, car show, live music, and an antique fire truck and brush truck show, on Thursday, August 21, 2014 through Sunday, August 24, 2014, between the aforementioned hours is hereby approved; and be it further

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

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of a Certificate of Insurance evidencing liquor liability to the satisfaction of the Town Attorney;
- Receipt of any permits as may be required by the New York State Department of Labor;
- Receipt of an Outdoor Public Safety Plan to the office of the Fire Marshal;
- All requested documentation to be submitted to the Town Attorney's Office **no later than July 21, 2014**; and be it further

RESOLVED, that Chapter 46 entitled "Alcoholic Beverages" is deemed to be waived for the service of alcoholic beer during the event **at the location(s) serviced by licensed alcohol service providers** to be determined prior to the commencement of the 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 the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee for this event due to their not-for-profit status; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Manorville Fire Department, Attn: John Squicciarini, 16 Silas-Carter Road, Manorville, New York, 11949; 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 # 495

APPROVES THE CHAPTER 90 APPLICATION OF FAMILY COMMUNITY LIFE CENTER, INC. (FIRST BAPTIST CHURCH OF RIVERHEAD)
(Family Fun Day – Saturday, September 20, 2014)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on June 25, 2014, Family Community Life Center, Inc. submitted a Chapter 90 Application for the purpose of conducting a “Family fun Day” to be held on the East End Arts Council property located at 133 & 141 East Main Street, Riverhead, New York, on Saturday, September 20, 2014, between the hours of 10:00 a.m. and 3:00 p.m.; and

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the 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 Family Community Life Center, Inc. for the purpose of a conducting a “Family fun Day” to be held on the East End Arts Council property located at 133 & 141 East Main Street, Riverhead, New York, on Saturday, September 20, 2014, between the hours of 10:00 a.m. and 3:00 p.m., is hereby approved; and be it further

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

RESOLVED, should tent(s) be utilized, 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 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 an Outdoor Public Safety Plan is to be submitted to the Fire Marshal's office **no later than August 1, 2014**; and be it

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Family Community Life Center, Inc., 1018 Northville Turnpike, Riverhead, New York, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 496

**APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER
(Family Festival – July 2, 2014 through July 5, 2014)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on May 14, 2014, Peconic Bay Medical Center submitted a Chapter 90 Application for the purpose of conducting a Family Festival to include rides, games and food concessions, having all proceeds to be used for the overall patient care services provided at the Peconic Bay Medical Center. This event is to be held on Wednesday, July 2, 2014 through Saturday, July 5, 2014 on property owned by Kenny Barra of East Wind Caterers at 6164 Route 25A, Wading River, New York and John Zoumas of Zoumas Contracting, No # Route 25A, Wading River, New York between the hours of 6:00 p.m. and 11:00 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 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 the Town Board of the Town of Riverhead hereby determines the action to be an “Unlisted” action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED that the Chapter 90 Application of the Peconic Bay Medical Center for the purpose of conducting a Family Festival having all proceeds to be used for the overall patient care services provided at the Peconic Bay Medical Center, to be held on property owned by Kenny Barra of East Wind Caterers at 6164 Route 25A, Wading River, New York and John Zoumas of Zoumas Contracting, No # Route 25A, Wading River, New York on the aforementioned dates and times, is hereby approved; and be it further

RESOLVED, the applicable Chapter 90 Application fee is hereby waived due the applicant's not-for-profit status; 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 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 approval for this event shall be subject to the following:

- The applicant shall use snow fencing to delineate the boundary of the festival and provide security patrols of the boundary to ensure that patrons of the festival do not go beyond the boundaries of the event;
- The applicant shall provide additional lighting along SR 25A.
- Receipt of required Suffolk County Department of Health permit(s) including the food handling permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s); and be it further
- Receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's Office at least three days prior to the event; and be it further

RESOLVED, that all vendors shall be ready for a fire safety inspection no later than 12:00 noon on July 2, 2014; 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: Lynne LaGrua, 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

TOWN OF RIVERHEAD

Resolution # 497

APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF NEWTON SHOWS
(Family Festival/Carnival – July 2, 2014)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on June 19, 2014, Newton Shows submitted a Fireworks Permit Application for the purpose of conducting a fireworks display on Wednesday, July 2, 2014 at 10:00 p.m., to be held on property owned by John Zoumas of JNS Contracting located at 6164 Route 25A, Wading River, New York, in connection with the previously approved Chapter 90 event hosted by the Peconic Bay Medical Center entitled a “Family Festival”, to be held on July 2, 2014 through July 5, 2014; and

WHEREAS, Newton Shows has paid the applicable Fireworks Permit Application fee; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Wading River Fire Department and the Riverhead Fire Marshal and a certificate of insurance from the fireworks company (Garden State Fireworks Inc.) and the sponsor (Newton Shows) naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Newton Shows, for the purpose of conducting a fireworks display to be held at 6164 Route 25A, Wading River, New York on Wednesday, July 2, 2014 at 10:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Wading River Fire Department who must be at the site prior to commencement of fireworks display.
- Fireworks Permit Application signed by both the Fire Marshal and the Wading River Fire Chief must be received prior to the commencement of this event;
- Scheduling a pre-event inspection between 3:00 p.m. and 5:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Marshal and the Wading River Fire Chief in attendance.
- Fireworks and technicians must arrive at the subject location no later than 5:00 p.m. on the day of the event.
- Fireworks technician must have photo identification and present same to Fire Marshal upon request.
- Fire Marshal to be present 60 minutes prior to commencement of display for purpose of final inspection and safety review.

- Fireworks display shall be limited to the size described on the application.
- Fire Marshal shall have final authorization to allow the fireworks display or cancel the display if there are unsafe conditions, lightning and/or winds in excess of 30 miles per hour; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Newton Shows, 4075 Jericho Turnpike, East Northport, New York, 11731 and Garden State Fireworks, Inc., P.O. Box 403, Millington, NJ 07946 and Peconic Bay Medical Center, Attn: Lynne LaGrua, 1300 Roanoke Avenue, Riverhead, NY 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 498

APPROVES CHAPTER 90 APPLICATION OF PC RICHARD & SON
(Tent Sale – July 29th through August 12th, 2014)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on June 13, 2014, PC Richard & Son submitted a Chapter 90 Application for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on July 29, 2014 through August 12th, 2014, between the hours of 9:00 a.m. and 6:00 p.m.; and

WHEREAS, PC Richard & Son 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 the application of PC Richard & Son for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on July 29th through August 12th, 2014, between the hours of 9:00 a.m. and 6:00 p.m., is hereby approved; 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 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 applicable Chapter 90 Application fee has been paid; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to PC Richard & Son, Attn: Steven Zoine, 150 Price Parkway, Farmingdale, New York, 11735; 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 # 499

APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF NEWTON SHOWS
(Family Festival/Carnival – July 5, 2014)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on June 19, 2014, Newton Shows submitted a Fireworks Permit Application for the purpose of conducting a fireworks display on Saturday, July 5, 2014 at 10:00 p.m., to be held on property owned by John Zoumas of JNS Contracting located at 6164 Route 25A, Wading River, New York, in connection with the previously approved Chapter 90 event hosted by the Peconic Bay Medical Center entitled a “Family Festival”, to be held on July 2, 2014 through July 5, 2014; and

WHEREAS, Newton Shows has paid the applicable Fireworks Permit Application fee; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Wading River Fire Department and the Riverhead Fire Marshal and a certificate of insurance from the fireworks company (Garden State Fireworks Inc.) and the sponsor (Newton Shows) naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Newton Shows, for the purpose of conducting a fireworks display to be held at 6164 Route 25A, Wading River, New York on Saturday, July 5, 2014 at 10:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Wading River Fire Department who must be at the site prior to commencement of fireworks display.
- Fireworks Permit Application signed by both the Fire Marshal and the Wading River Fire Chief must be received prior to the commencement of this event;
- Scheduling a pre-event inspection between 3:00 p.m. and 5:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Marshal and the Wading River Fire Chief in attendance.
- Fireworks and technicians must arrive at the subject location no later than 5:00 p.m. on the day of the event.
- Fireworks technician must have photo identification and present same to Fire Marshal upon request.
- Fire Marshal to be present 60 minutes prior to commencement of display for

purpose of final inspection and safety review.

- Fireworks display shall be limited to the size described on the application.
- Fire Marshal shall have final authorization to allow the fireworks display or cancel the display if there are unsafe conditions, lightning and/or winds in excess of 30 miles per hour; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Newton Shows, 4075 Jericho Turnpike, East Northport, New York, 11731 and Garden State Fireworks, Inc., P.O. Box 403, Millington, NJ 07946 and Peconic Bay Medical Center, Attn: Lynne LaGrua, 1300 Roanoke Avenue, Riverhead, NY 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 500

APPROVES CHAPTER 90 APPLICATION OF POLISH TOWN CIVIC ASSOCIATION
("Local Brewery Tasting Event" Fundraiser – July 12, 2014)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on May 22, 2014, the Polish Town Civic Association submitted a Chapter 90 Application for the purpose of conducting a fundraiser event entitled "Local Brewery Tasting Event", to be held at the Polish Town Civic Association Pavilion located at 300 Lincoln Street, Riverhead, New York, on Saturday, July 12, 2014 between the hours of 1:00 p.m. and 4:00 p.m.;

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

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

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

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

RESOLVED, that the Chapter 90 Application of the Polish Town Civic Association for the purpose of conducting a fundraiser event entitled "Local Brewery Tasting Event", to be held at the Polish Town Civic Association Pavilion located at 300 Lincoln Street, Riverhead, New York, on Saturday, July 12, 2014 between the hours of 1:00 p.m. and 4:00 p.m. is hereby approved; and be it further

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

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

- Receipt of required Suffolk County Department of Health Vendors Temporary Food Service Permit;
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s); all of the above permits are to be received **no later than July 7, 2014**
- Receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's Office **no later than July 7, 2014**; and be it further

RESOLVED, should any tent(s) be utilized, 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 the Town Clerk is hereby authorized to forward a copy of this resolution to the Polish Town Civic Association, 300 Lincoln Street, Riverhead, New York, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 501

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD RACEWAY
(August 23, 2014)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on May 16, 2014, Riverhead Raceway submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on Saturday, August 23, 2014, at approximately 9:00 p.m., having a rain date of August 30, 2014; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Riverhead Fire Department and the Riverhead Fire Marshal and a certificate of insurance from both the fireworks company (Pyro Engineering Inc. d/b/a Bay Fireworks) and Wordlife Motordrome, Inc. d/b/a Riverhead Raceway, naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form; and

WHEREAS, the \$200.00 Fireworks Permit Application fee has been paid.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Riverhead Raceway, for the purpose of conducting a fireworks display to be held at the center of the racetrack at 1797-1785 Old Country Road, Riverhead, New York on Saturday, August 23, 2014, at approximately 9:00 p.m., having a rain date of August 30, 2014; is hereby approved with the following conditions:

- The applicant is required to pay a \$500.00 administrative fee payable to the Town of Riverhead no later than close of business on August 1, 2014.
- The required fire suppression equipment and personnel shall be provided by Riverhead Raceway. Riverhead Fire Department may provide additional fire apparatus at the discretion of the Chief of the Riverhead Fire Department.
- Scheduling a pre-event inspection between 4:00 p.m. and 6:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at Riverhead Raceway no later than 4:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.
- Firework shell size shall be limited to the size described on the application.

- The Fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lighting and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, that the Riverhead Fire Marshal is hereby authorized to receive overtime expenditures for the necessary public safety and security purposes in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Barbara Cromarty, 175 E. 62nd Street, Apt. 18B, New York, New York, 10065, and Pyro Engineering, Inc., 999 South Oyster Bay Road, Suite 111, Bethpage, New York, 11714; 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 #502

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 18 OF THE
RIVERHEAD TOWN CODE ENTITLED "CODE OF ETHICS"**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 18 of the Riverhead Town Code entitled, "Code of Ethics", once in the July 10, 2014 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to post same on the sign board at Town Hall; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared TABLED

TOWN OF RIVERHEAD
PUBLIC NOTICE

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 5th day of August, 2014 at 2:10 pm to consider a local law amending Chapter 18 entitled "Code of Ethics" of the Riverhead Town Code as follows:

CHAPTER 18

CODE OF ETHICS

§ 18-4. Standards of conduct.

K. Avoidance of conflicts.

- (2) No person who, by appointment or election, holds the position as a member of the Town Board, Planning Board, Zoning Board of Appeals, Board of Assessment Review, Ethics Board or the Town of Riverhead Industrial Development Agency shall serve as an executive board member of a Town, ~~e~~County, ~~s~~State or ~~n~~National ~~committee of a~~ duly recognized political party ~~committee or any subdivision thereof shall hold appointive office on the Planning Board, Zoning Board of Appeals, Architectural Review Board, Board of Assessment Review or Conservation Advisory Council.~~

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

Dated: Riverhead, New York
July 1, 2014

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 503

**RELEASES PERFORMANCE SECURITY OF BIRCHWOOD AT WADING RIVER, LLC
AND ACCEPTS IRREVOCABLE LETTER OF CREDIT IN CONNECTION WITH
IMPROVEMENTS TO BE COMPLETED IN THE SUBDIVISION ENTITLED
“BIRCHWOOD AT WADING RIVER – SECTION 3”**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #446 dated June 5, 2012, the Riverhead Town Board accepted Capital One Bank Cashier's Check #7001533757 in the amount of \$205,000.00 from Birchwood at Wading River, LLC in connection with improvements to be completed in the subdivision entitled “Birchwood at Wading River – Section 3” (29 lot residential subdivision located on the east side of Wading River Manorville Rd., Wading River); and

WHEREAS, pursuant to a letter received from Michael R. Strauss, Esq., dated May 15, 2014, Campo Brothers are in contract to purchase the subject subdivision from Birchwood at Wading River, LLC; and

WHEREAS, Campo Brothers submitted Bridgehampton National Bank Irrevocable Letter of Credit No. 1700000471 in the amount of \$205,000.00 to replace the previously submitted security from Birchwood at Wading River, LLC, representing the improvements to be completed in the within subdivision; and

WHEREAS, said irrevocable letter of credit is found to be acceptable in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of performance security in the amount of \$205,000.00, submitted by Birchwood at Wading River, LLC; and be it further

RESOLVED, that the Town Board hereby accepts Bridgehampton National Bank Irrevocable Letter of Credit No. 1700000471 in the amount of \$205,000.00 submitted by the Campo Brothers; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Birchwood at Wading River, LLC, 135 Pinelawn Road, Suite 230 South, Melville, NY 11747 and Michael R. Strauss, Esq., Attorney for Campo Brothers, 907 Main Street, Suite 2, Port Jefferson, NY 11777; 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 # 504

REFERS PROPOSED LOCAL LAW TO AMEND CHAPTER 12 OF THE RIVERHEAD TOWN CODE ENTITLED "COASTAL EROSION HAZARD AREAS" TO THE RIVERHEAD PLANNING BOARD, COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND SUFFOLK COUNTY PLANNING COMMISSION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Riverhead Town Board wishes to adopt a local law to amend Chapter 12 of the Riverhead Town Code, and

WHEREAS, prior to calling the requisite public hearing and adoption of the proposed local law the Town Board wishes to conduct its obligated referral to the Riverhead Planning Board, the New York State Department of Environmental Conservation and the Suffolk County Planning Commission pursuant to Section 12-37 of the code to obtain review and comment from those agencies.

NOWHEREFORE, BE IT RESOLVED, that the Riverhead Town Clerk be hereby authorized to refer the attached proposed local law to amend Chapter 12 entitled "Coastal Erosion Hazard Areas" of the Riverhead Town Code to the Suffolk County Planning Commission, and

BE IT FURTHER RESOLVED, that the Riverhead Planning Department be hereby authorized to refer the same proposed local law to the Commissioner of the New York State Department of Environmental Conservation and the Riverhead Planning Board as administrator of Chapter 12, 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
Section 12-37 Notice
Town Code of the Town of Riverhead

Proposed Amendment Riverhead Town Code
Chapter 12
Coastal Erosion Hazard Areas

§ 12-28 Coastal erosion management permit.

B. Each application for a coastal erosion management permit:

(1) Must be accompanied by the required fee or fees as established in § 12-27 herein.

~~(2) Must be received by the Administrator and shall be referred to the Conservation Advisory Council of the Town of Riverhead for an advisory report and recommendation. Such report shall be issued to the Administrator within 62 days from the date of referral. The Conservation Advisory Council shall commence review within thirty days of referral from the Planning Department. The Conservation Advisory Council shall issue a report and recommendation to approve, approve with conditions or deny the application within sixty days from the initial referral to the Conservation Advisory Council. In the event that an application is determined to be incomplete and/or additional information is requested by the Conservation Advisory Council, the Conservation Advisory Council shall advise the applicant within thirty days from the date of referral and grant applicant thirty days to provide the information and/or supplement the application. The sixty day time period to issue a report and recommendation shall not apply where an environmental impact statement is to be prepared by the applicant, in which case said sixty day period shall not commence until a final environmental impact statement has been accepted by the lead agency exercising jurisdiction over the project.~~

(2) Must be received by the Administrator and shall be referred to the Conservation Advisory Council of the Town of Riverhead for an advisory report and recommendation. Such report shall be issued to the Administrator within 62 days from the date of referral. The Conservation Advisory Council shall commence review within thirty days of referral from the Planning Department. The Conservation Advisory Council shall issue a report and recommendation to approve, approve with conditions or deny the application within sixty days from the initial referral to the Conservation Advisory Council. In the event that an application is determined to be incomplete and/or additional information is requested by the Conservation Advisory Council, the Conservation Advisory Council shall advise the applicant within thirty days from the date of referral and grant applicant thirty days to provide the information and/or supplement the application. The sixty day time period to issue a report and recommendation shall not apply where an environmental impact statement is to be prepared by the applicant, in which case said sixty day period shall not commence until a final environmental impact statement has been accepted by the lead agency exercising jurisdiction over the project.

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

*Town of Riverhead, NY
Tuesday, June 24, 2014*

Chapter 12. COASTAL EROSION HAZARD AREAS

§ 12-37. Amendment procedure.

- A. The Town Board may, on its own motion or on petition or recommendation, amend, supplement or repeal the provisions, regulations, procedures or standards of this chapter.
- B. When an amendment is duly proposed, the Town Board must:
 - (1) Notify the Commissioner of the New York State Department of Environmental Conservation, in writing, of all proposed amendments and whether such amendment conforms to the minimum standards of a certified program.
 - (2) Issue public notice and conduct a hearing on all proposed amendments pursuant to the Municipal Home Rule Law § 20.
 - (3) Refer the proposed amendment at least 30 days prior to the public hearing, in writing, to the Administrator, unless initiated thereby, for its review of the amendment and its report to the Town Board of recommendations thereon, including a full statement of reasons for such recommendations; and similarly to the Suffolk County Planning Commission.

TOWN OF RIVERHEAD

Resolution # 505

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE
TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 18 ENTITLED
"CODE OF ETHICS" OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a proposed local law to amend Chapter 18 entitled "Code of Ethics" of the Riverhead Town Code once in the July 10, 2014 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and post same on the sign board at Town Hall; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 15th day of July, 2014 at 7:05 o'clock p.m. to consider a local law amending Chapter 18 entitled "Code of Ethics" of the Riverhead Town Code as follows:

**CHAPTER 18
Code of Ethics**

§ 18-12. Land use applications, applicant disclosure.

This section applies to applicants seeking approvals from Town agencies or ministerial acts.

A. Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a subdivision map, site plan, special exception use, request for exemption from a subdivision map or official map, license or permit or grant requiring approval from the Town Board or a Town agency, pursuant to the provisions of any ordinance, local law, rule or regulation constituting the zoning and planning regulations of the Town shall state the name, residence and the nature and extent of the interest of any state officer, any officer or employee of the Town or of a municipality of which the Town is a part, or any executive board member of any political party committee in the person, partnership or association making such application, petition or request (hereinafter called the "applicant") to the extent known to such applicant as is required by § 809 of the General Municipal Law of the State of New York.

E. The affidavit form to be submitted pursuant to Subsection A above shall be as follows:

~~STATE OF NEW YORK)~~

~~COUNTY OF SUFFOLK)~~

~~_____ being duly sworn deposes and says that he (or) she is
_____ (Owner or Agent for Owner) for the property above described. That all
statements made in this application are true to the best of his (or) her knowledge and belief,
except as to any matter therein stated to be alleged on information and belief; as to such
matters he (or) she believes the same to be true, and that any accompanying or attached map
is subsequently correct.~~

~~The undersigned further states that no state officer, executive board member of any political
party committee, or employee of the Town of Riverhead (nor any such officer's, board
member's or employee's spouse, brother, sister, parent, child, grandchild or the spouse of any
of them), has an interest, direct or indirect, in the person, partnership or association making
the application. (If such an interest exists, the nature and extent of the interest must be stated.
"Interest" is further defined in § 18-2 of the Riverhead Town Code.)~~

~~_____ Signature~~

~~_____ Print Name~~

~~Sworn to before me this _____ day of _____, 20__.~~

~~_____ Notary Public, Suffolk County Replace as follows:~~

LAND USE AFFIDAVIT

CHAPTER 18-12

This affidavit must be completed and attached to application/form, petition seeking variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit or grant, pursuant to the provisions of any ordinance, local law, rule or regulation constitution the building, zoning and planning regulations of the Town of Riverhead.

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

I, _____ being duly sworn deposes and says that I am the
_____ for the property described as

(i.e. Owner or Agent for Owner)

_____, SCTM# _____ - _____ - _____ - _____.
(Name of Project/Business/Street Location)

I filed an application/petition/request with the _____
(Identify Board/Department/Committee)

seeking the following: (Describe subject matter/relief requested)

*I state that no Town official, elected or appointed, executive board member of any political party committee, or employee of the Town of Riverhead (nor any such officer's, board member's or employee's spouse, brother, sister, parent, child, grandchild or the spouse of any of them), has an interest, direct or indirect, in the above application. See General Municipal Law § 809 and Town Code § 18-2 of the Riverhead Town Code for definition of "Interest". * Note, if such an interest exists, applicant/owner/agent **must** complete "**Disclosure of Interest in Land Use Application**" stating name, address and nature and extent of the interest of the Town official, executive board member of a political party, or Town employee and describe the nature and extent of the interest.*

That all statements made in this application are true to the best of his (or) her knowledge and belief, except as to any matter therein stated to be alleged on information and belief; as to such matter he (or) she believes the same to be true.

Signature: _____

Print Name: _____

Sworn to before me this ___ day of _____, 20__.

Notary Public, Suffolk County

*****Do Not Complete this Affidavit if you have completed the Disclosure of Interest in Land Use Application Affidavit*****

DISCLOSURE OF INTEREST IN LAND USE AFFIDAVIT

CHAPTER 18-12

This affidavit must be completed and attached to application/form, petition seeking variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license

or permit, pursuant to the provisions of any ordinance, local law, rule or regulation constitution the building, zoning and planning regulations of the Town of Riverhead.

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

I, _____ being duly sworn deposes and says that I am
the _____ for the property described as
(i.e. Owner or Agent for Owner)

_____, SCTM# _____ - _____ - _____ - _____
(Name of Project/Business/Street Location)

I filed an application/petition/request with the _____
(Identify Board/Department/Committee)
seeking the following: (Describe subject matter/relief requested)

I state that following individual(s) _____ is (are) a Town official,
elected or appointed, executive board member of any political party committee, or employee of
the Town of Riverhead or a spouse, brother, sister, parent, child, grandchild or the spouse of any
of them and has an interest in the above application:

Name of Individual(s) with interest in application: _____

See General Municipal Law § 809 and Town Code § 18-2 of the Riverhead Town Code for definition of "Interest".

Identify Individuals Interest (i.e. Owner, Partner...): _____

Describe interest that the identified individual(s) has in the application:

Disclose if the above named individual(s) participated in the preparation of the application, met
with or consulted with Town Officials or Employees, and/or otherwise participated in the or on
behalf of the above described application:

That all statements made in this application are true to the best of his (or) her knowledge and belief, except as to any matter therein stated to be alleged on information and belief; as to such matter he (or) she believes the same to be true.

Signature: _____

Print Name: _____

Sworn to before me this ____ day of
_____, 20__.

Notary Public, Suffolk County

TO: Board, Committee, Department,

A copy of this affidavit must be provided to all individuals identified with an interest in the application and all individuals are directed to review the applicable provisions of Chapter 18 of the Town Code to determine if disclosure and/or recusal and/or amendment or supplement to Annual Conflict & Financial Disclosure is required.

Italics represent addition(s)
Strikethrough represents deletion(s)

Dated: Riverhead, New York
July 1, 2014

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

TOWN OF RIVERHEAD

Resolution # 506

ESTABLISHES A VETERANS ADVISORY COMMITTEE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead has a growing population of veterans; and

WHEREAS, there is a need to create awareness of veterans' issues, assess their needs, and recommend direction for increased services and resources; and

WHEREAS, the purpose of the Town of Riverhead Veterans Advisory Committee is to assist this government in identifying the needs of its veteran community and to advise the Town Board of the committee's recommendations as to the direction the Town can take in coordinating services and programs benefiting our veteran population; and

WHEREAS, Supervisor Walter appoints Councilman John Dunleavy, Town Board Veteran Liaison, as an Ex-Officio Member, and Elizabeth Stokes and Kimberly Judd as Co-Chairpersons; and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board does hereby establish the Veterans Advisory Committee with its members as follows:

John Dunleavy, Councilman	Ex-Officio Member	Town Board Veteran Liaison
Elizabeth Stokes	Co-Chairperson	
Kimberly Judd	Co-Chairperson	
Dorothy Minnick	Member	VFW Liaison
John Newman	Member	VFW Liaison
Mike Pankowski	Member	American Legion Liaison
Ellen Saunders	Member	American Legion Liaison

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the above named individuals; 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

200 Howell Avenue
Riverhead, NY 11901
(631) 727-3200

- BYLAWS -

of the

TOWN OF RIVERHEAD VETERANS ADVISORY COMMITTEE

ARTICLE I Name and Purpose

Section A.

The official name of this committee shall be Town of Riverhead *Veterans Advisory Committee*.

Section B.

The purposes and duties of the above-named advisory committee shall be:

1. To recommend and assist the Town in supplying resources in areas that affect Town veterans.
2. The Town of Riverhead Veterans Advisory Committee shall have the following powers, duties and responsibilities:
 - Assess the needs of veterans and recommend a direction for increased services and resources.
 - The Committee shall advise the Supervisor and Town Board, when requested, on all matters relating to the development and implementation of new resources involving veterans.
 - Create awareness of the issues faced by veterans; maintain a forum for Town veterans to give feedback on issues that affect their lives.
 - Perform such other duties as may be assigned by the Supervisor.
 - Submit an annual report to the Supervisor and Town Board.

Section C.

The above-named advisory committee shall exist only during such times as the Town Board of the Town of Riverhead may authorize it.

ARTICLE II Membership

Section A.

The Advisory Committee will consist of a minimum of five (5) members and a maximum of seven (7) members, excluding ex-officio members.



In addition thereto, the Town Board Veterans Advisory Committee liaison and the Supervisor or his/her designee shall be an ex-officio member.

Section B.

Appointments to the Veterans Advisory Committee shall be made by the Supervisor and are appointed upon the basis of three (3) affirmative votes of members of the Town Board.

Section C.

The committee membership will be drawn as follows:

- A minimum of two (2) Representatives of agencies providing veteran services in the Town and the general public.
- One-half (1/2) of the members shall be residents of the town.

Section D.

Each appointment of a Veterans Advisory Committee member shall be for three (3) years, except when the appointment is to fill an unexpired term.

Section E.

The term of a new committee member shall begin on July 1.

Section F.

An individual will automatically lose membership in the committee if s(he) fails to attend three (3) successive meetings without presenting, in advance to the chairperson of the committee, a valid reason for his/her absence.

Section G.

Committee members shall serve without compensation from the Town of Riverhead.

**ARTICLE III
Officers and Their Duties**

Section A.

The officers shall be: two (2) Co-Chairpersons and a Secretary. In the absence of the Co-Chairpersons, a temporary Chairperson may be designated by him or her to preside at the meetings.

Section B.

Co-Chairpersons shall be limited to two (2) consecutive annual terms and shall be elected annually by a majority vote of the committee members at the annual meeting.

His/her duties shall be:

1. To preside at the meetings of the advisory committee; and
2. To serve as chairperson of the executive committee; and
3. To appoint special subcommittees, which may include persons other than advisory committee members; and
4. To enforce these by-laws and perform all duties inherent in the position and office.

Section C.

The Secretary shall be elected annually by a majority vote of the committee members at the annual meeting.



The Secretary shall:

1. Keep records of the attendance of members at meetings;
2. Keep a record of discussions, recommendations and meeting minutes;
3. Maintain a permanent record file of advisory committee activities; and
4. Distribute minutes of advisory committee meetings and a copy of other committee documents to committee members, the Supervisor, Town Board members and concerned others.

Section D.

The executive committee shall consist of the Co-Chairpersons and Secretary, with the Town Board liaison.

The executive committee shall:

1. Act on urgent advisory committee matters between meetings; and
2. Prepare an agenda for each meeting if requested to do so by the advisory committee; and
3. Call special meetings of the advisory committee as they are needed.

ARTICLE IV
Meetings

Section A.

Regular meetings of the advisory committee will be held bi-monthly during the calendar year. Meetings shall be scheduled for the fourth Thursday in July, September, and in November, as assigned.

Section B.

A majority of members present shall constitute a "quorum" for transaction of business at regular and annual meetings.

Section C.

The July meeting of the advisory committee shall be designated as the annual meeting.

Section D.

Meeting dates may be changed by consensus.

Section E.

The Co-Chairpersons may call special meetings of the advisory committee.

Section F.

Written notices of meetings shall be mailed or emailed by the secretary to all members at least two weeks before each meeting.

Section G.

All meetings will be open to the public.

ARTICLE V
Subcommittees

Section A.

As the need for standing and special subcommittees arises, the chairperson may appoint such subcommittees.

Section B.

Subcommittees shall report regularly to the advisory committee.



Section C.

A subcommittee will automatically be discharged upon accomplishing the task(s) for which it was established.

ARTICLE VI
Amendments

The by-laws may be amended or added to by a two-thirds (2/3) majority vote of members at any regular advisory committee meeting.

ARTICLE VII
Rules of Order

The meetings and activities of this advisory committee shall be conducted according to *Robert's Rules of Order* except as otherwise provided by these by-laws.



Town of Riverhead

200 Howell Avenue
Riverhead, NY 11901
(631) 727-3200

VETERANS ADVISORY COMMITTEE

In 2014, the Veterans Advisory Committee was established by Supervisor Walter to enhance the quality of life for veterans in the Town of Riverhead. The committee assists the Town in identifying the needs of its Veteran community and advises the Town Board of the committee's recommendations as to the direction the Town can take in coordinating services and programs benefiting our veteran population as well as providing them with valuable resources.

MISSION STATEMENT

It is the Town of Riverhead Veterans Advisory Committee mission to:

- Assess the needs of veterans and recommend a direction for increased services and resources.
- The committee shall advise the Supervisor and Town Board, when requested, on all matters relating to the development and implementation of new services and resources involving veterans.
- Create awareness of the issues faced by veterans and maintain a forum for Town veterans to give feedback on issues that affect their lives.
- Perform such other duties as may be assigned by the Supervisor.
- Submit an annual report to the Supervisor and Town Board.

MEMBERS

John Dunleavy, Councilman
Elizabeth Stokes
Kimberly Judd, Esq.
Dorothy Minnick
John Newman
Mike Pankowski
Ellen Saunders

Town Board Veteran Liaison
Co-Chairperson
Co-Chairperson
Member, VFW Liaison
Member, VFW Liaison
Member, AL Liaison
Member, AL Liaison

2014 MEETINGS

Meetings are held bi-monthly on the fourth Thursday at 5:00 PM in Town Hall, located at 200 Howell Avenue, Riverhead:

- July 24
- September 25
- November, as assigned

CONTACT

Elizabeth Stokes, Co-Chair
Kimberly Judd, Co-Chair

(631) 655-3263
(631) 871-4825

lizzypistol@gmail.com
juddpolawyer@optonline.net

TOWN OF RIVERHEAD

Resolution # 507

APPROVES EXTENSION TO LICENSE AGREEMENT WITH
WADINGTON REALTY CORP.

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #219 adopted on March 17, 2009, the Town Board of the Town of Riverhead authorized the Deputy Supervisor to execute a License Agreement with Wadington Realty Corp. to utilize Town of Riverhead parking facilities; and

WHEREAS, on or about April 17, 2009, a License Agreement was entered into between the Town of Riverhead and Wadington Realty Corp. for a term beginning on May 1, 2009 and ending on May 1, 2010; and

WHEREAS, under that License Agreement, the term of the Agreement may be renewed each year upon written request made by Wadington Realty Corp.; and

WHEREAS, Wadington Realty Corp. has requested in writing that the License be renewed for one year from May 14, 2014 to May 1, 2015; and

WHEREAS, Wadington Realty Corp. has submitted payment in the sum of \$2,250.000 as required under the License Agreement.

NOW THEREFORE BE IT RESOLVED that the Town Board hereby grants the extension requested by Wadington Realty Corp. for one year beginning on May 1, 2014 and ending on May 1, 2015; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Wadington Realty Corp., 131 Creek Road, Wading River, NY, 11792; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 508

WAIVES FEES DUE TO DAMAGE FROM HURRICANE SANDY

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the sustained winds, rains, increases in tidal waters and heavy storm surge from Hurricane Sandy caused coastal and low lying flooding, uprooted trees, downed power lines and storm a tremendous amount of property damage to Town residents and businesses; and

WHEREAS, in 2012, the Town Board did authorize the waiver of fees for repairs due to damage from Hurricane Sandy; and

WHEREAS, the property owned by Linda Allen at 21 Locust Street in Aquebogue, also known as SCTM # 600-087-01-030, did sustain damage from "Hurricane Sandy" in late October of 2012; however as the dwelling alone does not qualify as "substantially damaged" in accordance with FEMA guidelines, delays resulted with funding of the repairs; and

WHEREAS, the Building Department is in possession of a complete building permit application for work associated with storm damage remediation but after the expiration date of the prior 2012 waiver by the Town Board; and

WHEREAS, prospectively, the Town of Riverhead wishes to waive building permit fees for those affected by "Hurricane Sandy on a case by case basis.

NOW THEREFORE BE IT RESOLVED, due to the unique circumstances herein, that the Town Board hereby authorizes the waiver of all building permit, including any penalty fees imposed and all electrical permit fees for property owned by Linda Allen at 21 Locust Street in Aquebogue, also known as SCTM # 600-087-01-030; and

BE IT FURTHER RESOLVED, that the waiver shall remain in effect for forty-five (45) days from the effective date of this resolution; and

BE IT FURTHER RESOLVED, that the waiver of fees shall be effective only as to those repairs or replacements due to damage that resulted from Hurricane Sandy to the then existing dwelling of Linda Allen at 21 Locust Street in Aquebogue, also known as SCTM # 600-087-01-030; and

BE IT FURTHER RESOLVED, that the Town Board, be and hereby finds and intends that the waiver of fees not be limited to repairs or replacements that were directly due to damage from Hurricane Sandy but that it be applied or extended to

repairs or replacement reasonably related to the damage caused to the then existing dwelling of Linda Allen at 21 Locust Street in Aquebogue, also known as SCTM # 600-087-01-030; and

BE IT FURTHER RESOLVED, that the within waiver shall not have any precedential effect and may not be relied upon by others and that instead the Town Board expressly declares that any future waiver of fees due to damage associated with Hurricane Sandy be granted or denied on a case by case basis; 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

