

RESOLUTION LIST

OCTOBER 7, 2014

- Res. #676 General Fund Budget Adjustment**
- Res. #677 Authorizes the Acceptance of Donation from Total Training (Riverhead Rocks Triathlon)**
- Res. #678 General Fund Police Bullet-Proof Vest Budget Adjustment**
- Res. #679 Riverhead Scavenger Waste Fund Budget Adjustment**
- Res. #680 Riverhead Sewer District Budget Adjustment**
- Res. #681 Riverhead Water District Budget Adjustment**
- Res. #682 Appoints a Senior Building Inspector (Brad Hammond)**
- Res. #683 Authorizes the Supervisor to Execute and Submit Applications Necessary for the Construction and Conversion of the Henry Pfeifer Community Center at EPCAL by the North Fork Animal Welfare League for Use as the Town Animal Shelter**
- Res. #684 Claims Lead Agency, Classifies Action and Determines Environmental Significance, Special Permit of United Riverhead Terminal New York and Calls Public Hearing**
- Res. #685 Accepts Donation of a Copy Machine from Advanced Imaging System for Use by the Town of Riverhead**
- Res. #686 Appointment of a Call-In Assistant Recreation Leader III to the Recreation Department (Ashley King)**
- Res. #687 Appoints an Assistant Recreation Leader to the Recreation Department (Dolores Arlene Jackson)**
- Res. #688 Appoints a Recreation Aide Level I to the Recreation Aide Level I to the Recreation Department (Grace Tocci)**
- Res. #689 Appoints a Call-In Recreation Specialist to the Recreation Department (Susan King)**
- Res. #690 Authorizes the Town Supervisor to Execute DWI Enforcement Agreement between the County of Suffolk and the Town of Riverhead (Stop DWI Program)**
- Res. #691 Authorizes the Town Supervisor to Execute DWI Enforcement Agreement between the County of Suffolk and the Town of Riverhead (Stop DWI Program)**
- Res. #692 Adopts a Local Law to Amend Chapter 108 of the Town Code of the Town of Riverhead Entitled, "Zoning" (Transfer of Development Rights) (§108-330. Redemption of Preservation Credits)**

- Res. #693 Approves Change of Zone from DC-4 to DC-1 for Property Located at 24 East Second Street, Riverhead, NY (SCTM#600-128-5-25.1)**
- Res. #694 Authorizes the Supervisor to Issue a Letter to the sPower Pursuant to Section 487 of the Real Property Tax Law of the Intention to Enter into a Contract for Payments in Lieu of Taxes (PILOT)**
- Res. #695 Authorizes the Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local law for an Amendment to Chapter 101 “Vehicles & Traffic” of the Riverhead Town Code (§101-10. Parking Prohibited. – Ostrander Avenue)**
- Res. #696 Authorizes the Supervisor to Execute an Agreement with County of Suffolk Office for the Aging (AAA Transportation Program)**
- Res. #697 Authorization to Publish Advertisement of a Request for Proposals for Sale of Real Property Located at 542 East Main Street, Riverhead, NY (SCTM #0600-129-3-35.2)**
- Res. #698 Awards Bid – Control Valve Maintenance and Repair Services Contract – Riverhead Water District**
- Res. #699 Approves the Application for Fireworks Permit of Riverhead Business Improvement District Management Association (Grangebel Park – Saturday, November 1, 2014)**
- Res. #700 Authorizes Bow Hunting for Deer on Town Property at Enterprise Park at Calverton (SCTM No. 600-135-1-7.33, et al.); 1751 Sound Avenue, Calverton (SCTM No. 600-60-1-2); 437Youngs Avenue, Riverhead (SCTM No. 600-802-6.1); Middle Road, Riverhead (SCTM No. 600-80-2-10.1) from October 11, 2014 t December 5, 2014, Inclusive**
- Res. #701 Approves the Chapter 90 Application of Costco Wholesale #785 (Retail Sale of Christmas Trees to Warehouse Members)**
- Res. #702 Ratifies the Approval of the Chapter 90 Application of Home Depot Development of Maryland, Inc. (Tent Sale – October 6th, 2014 through November 20th, 2014)**
- Res. #703 Authorizes the Release of Site Plan Security of Bechtel Communications Inc. (LIN Cellular at Cherry Creek Golf Couse)**
- Res. #704 Grants Exportation/Land Clearing Permit to Knightland, Inc. as Provided by Chapter 62 Entitled “Excavations” of the Riverhead Town Code**
- Res. #705 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XIII; Supplementary Use Regulations - §108-64. Prefabricated Dwellings)**
- Res. #706 Authorizes the Supervisor to Issue a Letter to the Suffolk County Department of Health Services Allowing the Use of Pine Barrens Credits Which Originated from Property Located in the Town of Riverhead**

- Res. #707** Authorizes the Release of Site Plan Security of New York SMA Inc. D/B/A Nextel Communications Inc. (Cherry Creek Golf Course)
- Res. #708** Authorizes the Release of Site Plan Security of TRW Properties LLC
- Res. #709** Authorizes the Release of Site Plan Security of YODA, Inc.
- Res. #710** Authorizes the Release of a Site Plan Security of Stoneleigh Woods at Riverhead LLC
- Res. #711** Ratifies Agreement Between Costco Wholesale Corporation and the Town of Riverhead inn connection with Grand Opening
- Res. #712** Authorizing Waiver of 30 Day Notification Required by the New York State Liquor Authority
- Res. #713** Authorizes the Use of the Henry Pfeifer Community Center for No Cost Spay and Neuter Services for Residents of the Town of Riverhead
- Res. #714** Ratifies Agreement between Tanger Factory Outlet Centers and the Town of Riverhead in connection with Labor Day Sales
- Res. #715** Authorizes the Supervisor to Issue a Letter to STR Systems NY, LLC Pursuant to Section 487 of the Real Property Tax Law
- Res. #716** Authorizes the Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local law for an Amendment to Chapter 101 “Vehicles & Traffic” of the Riverhead Town Code (§101-10. Parking Prohibited. – Pulaski Street)
- Res. #717** Appoints an Automotive Equipment Operator to the Sanitation Department (Frederick Marsland)
- Res. #718** Authorizes the Supervisor to Execute a Contract for Payments in Lieu of Taxes (PILOT) with SPower
- Res. #719** Pays Bills

TOWN OF RIVERHEAD

Resolution # 676

GENERAL FUND

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Municipal Garage is requesting a transfer of funds for the increase cost of fuel town wide.

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>
001.012210.465000	Service Other Governments, Fuel	100,000	
001.016700.540000	Municipal Fuel Contractual Expense		100,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 677

**AUTHORIZES THE ACCEPTANCE OF DONATION
FROM TOTAL TRAINING (RIVERHEAD ROCKS TRIATHLON)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Total Training (Riverhead Rocks Triathlon) has expressed a desire to donate the sum of \$2500.00 for the express purpose of assisting in the funding of the Town of Riverhead Police Athletic League programs; and

WHEREAS, pursuant to Article 13 of the General Municipal Law §242, the Town Board is vested with the authority to equip, operate playgrounds and neighborhood recreation centers; and

WHEREAS, pursuant to Article 13 of the General Municipal Law §244-a, the Town Board may accept any grant or devise of real estate or any gift or bequest of money or other personal property or any donation to be applied principal or income for either temporary or permanent use for playground or recreation purposes; and

WHEREAS, pursuant to Town Law, § 64(8) the Town Board is expressly authorized to accept a gift “. . . for any public use, upon such terms or conditions as may be prescribed by the grantor or donor and accepted by said town, and provide for the proper administration of the same”.

NOW, THEREFORE, BE IT RESOLVED, the Town of Riverhead accepts the donation from Total Training (Riverhead Rocks Triathlon) and pursuant to the terms and conditions of the donation the Town Board authorizes the following budget adjustment to fund Police Athletic League program expense:

		<u>FROM</u>	<u>TO</u>
004.092705.471000	PAL Donations	2,500	
004.031200.542400	Football Uniforms		2,500

RESOLVED, that the Town Clerk shall provide a copy of this resolution to the Financial Administrator and Lt. Richard Boden; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from 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 # 678

GENERAL FUND
POLICE BULLET PROOF VEST

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Chief of Police is requesting a budget adjustment to cover the cost of bullet proof vests; and

WHEREAS, the New York State Attorney General's Office offers a grant, inVEST, for the calendar year of 2014 that provides a 50% reimbursement on all vest purchases.

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>
001.031200.541500 Motor Vehicle Expense	12,800	
001.031200.542408 Bullet Proof Vest Expense		12,800

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Police 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 # 679

RIVERHEAD SCAVENGER WASTE FUND

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Superintendent of Sewer is requesting a budget adjustment to cover the cost of chemicals for Scavenger Waste.

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>
128.081890.524900	Miscellaneous Equipment	2,500	
128.081890.541416	Equipment – Repair & Maintenance	1,500	
128.081890.542503	Chemicals		4,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Scavenger Waste 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 # 680

RIVERHEAD SEWER DISTRICT

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Superintendent of Sewer is requesting a budget adjustment to purchase a new truck for use in the Riverhead Sewer, Scavenger Waste and Calverton Sewer Districts.

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>
114.081300.543504	Engineering	9,500	
128.081890.541416	Scavenger Replacement & Impr.	9,500	
124.081300.524000	Calverton Plant Equipment	9,500	
114.081300.524175	Trucks		9,500
128.081890.524175	Trucks		9,500
124.081300.524175	Trucks		9,500

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Sewer 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 # 681

RIVERHEAD WATER DISTRICT

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Superintendent of Water is requesting a budget adjustment to cover additional Water bills at Dogwood, Meroke and Schultz Road.

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>
112.012140.421063 Water Services Fees	18,000	
112.083200.546400 Utilities - Water		18,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Water 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 # 682

APPOINTS A SENIOR BUILDING INSPECTOR

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Brad Hammond has been serving as a provisional appointment in the position of Senior Building Inspector since January 6, 2014; and

WHEREAS, on August 29, 2014 the Suffolk County Department of Civil Service established a certified List of Eligibles, list # 14-5108-246, for the position of Senior Building Inspector, and in accordance with Civil Service regulations, the list was duly canvassed and there were less than three willing acceptors, making Mr. Hammond immediately reachable on the County-wide list; and

WHEREAS, Civil Service regulations require that a permanent appointment of a provisional employee be made within sixty days of the date a Certified List of Eligibles is first established.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Civil Service regulations, this Town Board hereby removes the provisional status of Brad Hammond and appoints him to the title of Senior Building Inspector effective today, October 7, 2014 at no change to his current salary or other level of benefits.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 683

AUTHORIZES THE SUPERVISOR TO EXECUTE AND SUBMIT APPLICATIONS NECESSARY FOR THE CONSTRUCTION AND CONVERSION OF THE HENRY PFEIFER COMMUNITY CENTER AT EPCAL BY THE NORTH FORK ANIMAL WELFARE LEAGUE FOR USE AS THE TOWN ANIMAL SHELTER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, since the transfer of the Naval Weapons Industrial Reserve Plant (NWIRP) by the United States government to the Town of Riverhead to become the Enterprise Park at Calverton (EPCAL), the facility's former guard house has been improved and maintained as the Henry Pfeifer Community Center for Town and community related functions, and

WHEREAS, the location has proven to be less convenient than a number of suitable alternatives in the Town and has rather shown itself as a viable new location for the Town animal shelter; the use being found desirable and lawful there and the structure suitable subject to renovation and expansion, and

WHEREAS, the Town of Riverhead has, by Resolution # 957 adopted December 18, 2012 and agreement of January 24, 2013, entered into agreement with the North Fork Animal Welfare League (NFAWL) to provide operational and dog officer services at the Town's animal shelter located on Youngs Ave. which occupation and services began March 1, 2013, and

WHEREAS, by Resolution # 336 adopted May 6, 2014, the Town described the limitations of the current location due to its size, configuration and surrounding uses; expressed its desire to relocate the facility to a better suited property; identifying the Henry Pfeifer Community Center and called a public hearing on the NFAWL to be designated a qualified and eligible sponsor for the purpose of occupation by lease of that property as the new location of the animal shelter under the identical terms and conditions of the January 24, 2014 agreement for no rent while assuming all costs of all necessary improvements, and

WHEREAS, those improvements require approval by the Suffolk County Department of Health Services and the New York State Department of Environmental Conservation which applications are rightly made by the Town as owners of the leased property, now

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board authorizes the Supervisor to execute any and all applications for approval of the improvements to the Henry Pfeifer Community Center for its construction and conversion as the relocated Riverhead animal shelter, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and the Community Development Agency, 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 # 684

CLAIMS LEAD AGENCY, CLASSIFIES ACTION AND DETERMINES ENVIRONMENTAL SIGNIFICANCE, SPECIAL PERMIT OF UNITED RIVERHEAD TERMINAL NEW YORK AND CALLS PUBLIC HEARING

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from Scott Kamm, General Manager United Riverhead Terminal New York pursuant to Article XXVIA and Article XIII, Section 108-51 A. of the Riverhead Town Code to expand an existing fuel storage and distribution facility located on 74.3ac. of land zoned Residence A-80 (RA-80); such property more particularly described as SCTM: 0600-6-2-5,6&7, 7-1-2&6, and

WHEREAS, an Environmental Assessment Form and supporting documentation were submitted as part of the petition, and

WHEREAS, the Riverhead Planning Department has reviewed these materials and has prepared a SEQR report dated 9/15/14 which identified the petition as an Unlisted action pursuant to 6NYCRR Part 617, which assessed the project's impacts upon the natural and social environment; finding none to be significant and which outlined matters pertaining to the considerations and determinations of special permits, and

WHEREAS, the Town Board desires to proceed with a public hearing, now

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby declares itself to be the lead agency for the special permit application of United Riverhead Terminal New York which it classifies as an Unlisted action for the purposes of SEQR compliance and further declares the action to be without significant impact on the natural or social environmental and that an Environmental Impact Statement need not be prepared, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant's authorized agent Victor Prusinowski, 533 Elton Street Riverhead, NY 11901 and is directed to publish and post the following notice of public hearing in the October 16, 2014 issue of the Riverhead News Review, and

BE IT FURTHER RESOLVED, that all Town Hall departments may review and obtain a copy of this resolution from the electronic storage device and, 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

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 Ave., Riverhead, New York on October 21, 2014 at 7:25 PM to consider the special use permit of United Riverhead Terminal New York to expand an existing fuel storage and distribution facility located on 74.3ac. of land zoned Residence A-80 (RA-80); such property being located at 212 Sound Shore Road and more particularly described as SCTM: 0600-6-2-5,6&7, 7-1-2&6.

Dated: Riverhead, New York
October 7, 2014

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

TOWN OF RIVERHEAD

Resolution # 685

ACCEPTS DONATION OF A COPY MACHINE FROM ADVANCED IMAGING SYSTEM FOR USE BY THE TOWN OF RIVERHEAD

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Riverhead ADVANCED IMAGING SYSTEM, INC. has offered to donate a Kyocera Task Alpha copy machine to the Town of Riverhead; and

WHEREAS, pursuant to New York State Town Law §64-8, the Town may take by gift any real or personal property for public use or benefit; and

WHEREAS, the Town Board finds that acceptance of the Kyocera Task Alpha copy machine at no cost to the Town is in the best interest of the residents of the Town of Riverhead.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead hereby accepts the donation of one Kyocera Task Alpha copy machine from ADVANCED IMAGING SYSTEM, INC. ; and be it further

RESOLVED, that the Town Supervisor may execute such other documents as deemed necessary to carry out the intent of this resolution; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Jim Czachur, 946 West Main Street, 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 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 # 686

APPOINTMENT OF A CALL-IN ASSISTANT RECREATION LEADER III TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Call-In Assistant Recreation Leader III is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective October 7, 2014 this Town Board hereby appoints Ashley King to the position of Call-In Assistant Recreation Leader III to be paid the rate of \$17.75 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 # 687

APPOINTS AN ASST. RECREATION LEADER TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Call-In Asst. Recreation Leader I (Level 2) is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective October 7th, 2014, this Town Board hereby appoints Dolores Arlene Jackson to the position of Call-In Asst. Recreation Leader, to be paid the rate of \$10.45 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 # 688

APPOINTS A RECREATION AIDE LEVEL I
TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Call-In Recreation Aide II, Level 1 is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective October 7th, 2014, this Town Board hereby appoints Grace Tocci to the position of Call-In Recreation Aide I, Level 1 to be paid the rate of \$8.00 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 # 689

**APPOINTS A CALL-IN RECREATION SPECIALIST TO THE
RECREATION DEPARTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

NOW THEREFORE BE IT RESOLVED, that effective October 7, 2014, this Town Board hereby appoints Susan King to the position of Call-In Recreation Specialist (Spanish/ESL Instructor) to be paid at the rate of \$35.00 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 # 690

AUTHORIZES THE TOWN SUPERVISOR TO EXECUTE DWI ENFORCEMENT AGREEMENT BETWEEN THE COUNTY OF SUFFOLK AND THE TOWN OF RIVERHEAD (STOP DWI PROGRAM)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, funding is available from the Suffolk County STOP DWI program;
and

WHEREAS, the Riverhead Police Department has applied for this funding that will allow them to increase enforcement of DWI laws within the Town of Riverhead; and

WHEREAS, the Town Supervisor has requested authorization from the Town Board to enter into these agreements with the County of Suffolk on behalf of the Town of Riverhead.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to sign the attached STOP DWI contract with the County of Suffolk for funding under "STOP-DWI Program" for term from October 1, 2013 to September 30, 2014; 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 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 (“Contract”) is between the **County of Suffolk (“County”)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Probation/STOP-DWI Program (“Department”)**, located at **395 Oser Avenue, Hauppauge, NY 11788**; and

Town of Riverhead, a Municipal Corporation, having an address at **Riverhead, New York 11901-2516**.

The Contractor has been designated to receive grant funds for STOP-DWI Enforcement Crackdowns (“Services”) as set forth more fully in Article I, entitled “Description of Services.”

Term of the Contract: October 1, 2013 through September 30, 2014.

Total Cost of the Contract: Shall not exceed \$5,544.00, to be paid 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

By: _____
Name: _____
Title: _____
Fed. Tax ID #: _____
Date _____

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

Signature _____ Date _____

COUNTY OF SUFFOLK

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date: _____

Approved:
Department of Probation

By: _____
Name: _____
Title: _____
Date _____

Approved as to Form:
Dennis M. Brown
County Attorney

By: _____
Janet Ford
Assistant County Attorney
Date _____

List of Articles

	Page #
Article I	5
Description of Services	5
1. Conflicting Provisions	5
Article II	8
Definitions	8
1. Meanings of Terms	8
2. Elements of Interpretation	9
Article III	10
General Terms and Conditions	10
1. Contractor Responsibilities	10
a. Duties and Obligations	10
b. Qualifications, Licenses, and Professional Standards	10
c. Notifications	10
d. Documentation of Professional Standards	10
e. Credentialing	10
f. Engineering Certificate	11
2. Termination	11
a. Thirty Days Termination	11
b. Event of Default; Termination on Notice	11
c. Termination Notice	11
d. Duties upon Termination	11
3. Indemnification and Defense	11
4. Insurance	11
5. Independent Contractor	12
6. Severability	13
7. Merger; No Oral Changes	13
8. Set-Off Rights	13
9. Non-Discrimination in Services	13
10. Nonsectarian Declaration	13
11. Governing Law	13
12. No Waiver	13
13. Conflicts of Interest	13
14. Cooperation on Claims	14
15. Confidentiality	14
16. Assignment and Subcontracting	14
17. Changes to Contractor	14
18. No Intended Third Party Beneficiaries	15
19. Certification as to Relationships	15
20. Publications	15
21. Copyrights and Patents	15
a. Copyrights	15
b. Patents	15

Line Item/Omnibus Grant

22. Arrears to County.....	15
23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction.....	15
24. Certification Regarding Lobbying.....	13
25. Record Retention	15
26. Notice.....	16
Article IV	17
Suffolk County Legislative Requirements.....	17
1. Contractor’s/Vendor’s Public Disclosure Statement	17
2. Living Wage Law.....	17
3. Use of County Resources to Interfere with Collective Bargaining Activities	17
4. Lawful Hiring of Employees Law.....	17
5. Gratuities.....	18
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas	18
7. Child Sexual Abuse Reporting Policy	18
8. Non Responsible Bidder	19
9. Use of Funds in Prosecution of Civil Actions Prohibited.....	19
10. Youth Sports	19
11. Work Experience Participation.....	19
12. Safeguarding Personal Information of Minors	17
13. Suffolk County Local Laws Website Address.....	19
Article V	20
General Fiscal Terms and Conditions	20
1. General Payment Terms.....	20
a. Presentation of Suffolk County Payment Voucher	20
b. Voucher Documentation	20
c. Payment by County	20
d. Budget Modification	20
e. Budget and/or Services Revisions.....	20
f. Taxes.....	21
g. Final Voucher.....	21
2. Subject to Appropriation of Funds.....	21
3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures.....	21
4. Accounting Procedures	21
5. Audit of Financial Statements.....	22
6. Financial Statements and Audit Requirements.....	22
7. Furniture, Fixtures, Equipment, Materials, Supplies	23
a. Purchases, Rentals or Leases Requiring Prior Approval	23
b. Purchase Practices/Proprietary Interest of County.....	23
c. County’s Right to Take Title and Possession	23
d. Inventory Records, Controls and Reports	23
e. Protection of Property in Contractor’s Custody.....	24
f. Disposition of Property in Contractor’s Custody.....	24
8. Lease or Rental Agreements	24
9. Statement of Other Contracts.....	24
10. Miscellaneous Fiscal Terms and Conditions	24

Line Item/Omnibus Grant

a. Limit of County’s Obligations	24
b. Duplicate Payment from Other Sources.....	24
c. Funding Identification.....	24
d. Outside Funding for Non-County Funded Activities.....	24
e. Potential Revenue	25
f. Payments Contingent upon State/Federal Funding.....	25
g. Denial of Aid.....	25
h. Budget.....	25
i. Payment of Claims.....	25
j. Payments Limited to Actual Net Expenditures.....	25
k. Travel, Conference, and Meeting Attendance: SOP A-07 Amendment 1	25
l Salaries.....	26
m. Salary Increases.....	26
n. Contractor Vacancies	26
o. No Limitation On Rights	26
p. Comptroller’s Rules and Regulations	26

Article VI

Budget

- Exhibit A NYS STOP-DWI Enforcement Crackdowns and Policies
(Grant Funding October 1, 2013 – September 30, 2014)**
- Exhibit B Enforcement Personnel Sheets (PS-1)**
- Exhibit C Detail Activity Sheet**

Article I

Description of Services

Whereas, the County operates and conducts a program entitled STOP-DWI; and

Whereas, the State of New York Governor's Traffic Safety Committee has awarded \$225,225 in Federal Highway Safety pass-through funds ("**Grant**") to the New York State STOP-DWI Foundation for use by the Suffolk County STOP-DWI Program to fund high visibility road check patrols by the Suffolk County Police Department, Suffolk County Sheriff's Office, the Suffolk County Parks Department, and other local associated law enforcement agencies for the grant term of October 1, 2013 through September 30, 2014; and

Whereas, the New York State Governor's Traffic Safety Committee and the New York State STOP-DWI Foundation, Inc. entered into a Master Contract for the Grant ("**Grant Contract**") bearing New York State Comptroller's No. C002123; and

Whereas, \$66,528 of said grant funding will be used to fund high visibility road check/saturation patrols by Associated Law Enforcement Agencies located in Suffolk County Towns and Villages; and

Whereas, the Grant listed Associated Law Enforcement Agencies, including the Contractor, designated to receive funding thereunder for services; and

Whereas, the Suffolk County Legislature accepted and appropriated the granted funding via Resolution Number 1144-2013; and

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) Services

Contractor agrees to the following:

- a. All monies provided pursuant to this Contract shall be used to aid in increased DWI enforcement. In particular, these funds shall only be used to reimburse Contractor for High Visibility Road Checks/Saturation Patrols ("Crackdowns").
- b. Monies provided pursuant to this Contract will only be provided for Crackdowns occurring on specific crackdown dates. (See document entitled "STOP-DWI Enforcement Crackdowns, Grant Funding October 1, 2013 – September 30, 2014," annexed hereto as Exhibit "A")

- c. Crackdown details must be cooperative, multi-agency efforts.
- d. All activities/expenses must be reported to the Suffolk County STOP-DWI Coordinator within 30 days of the detail on the form annexed hereto as Exhibit "B."
- e. Enforcement Personnel Sheets (PS-1) must be completed by Contractor and submitted to the Suffolk County STOP-DWI Coordinator within 30 days of the detail on the form annexed hereto as Exhibit "C."
- f. Contractor must submit a Detail Activity Sheet for each crackdown to the Suffolk County STOP-DWI Coordinator within 30 days of the detail on the form annexed hereto as Exhibit "D."
- g. Contractor agrees to issue a press release or conduct a press conference for each Crackdown detail for which you are receiving funds under this contract.
- h. This is a reimbursement program. The Contractor incurs the cost of the Services and is reimbursed by the County according to the approved budget. All costs must be documented and the reimbursement request must be in accordance with the terms and conditions of this Contract

3) Reports/Progress Meetings

- a. The Contractor will be responsible for issuing timely reports, as requested by the Department, on the status of pending and proposed services provided under this Contract. The Department reserves the right to request such reports in written form or oral presentation. All written reports will also be made available to the County in electronic format. Depending upon the nature of services provided under this Contract, the County may require the parties meet in person; the meeting time, place and attendees shall be as mutually agreed upon by the parties.

4) Compliance with Grant Contract Provisions

The Contractor agrees to comply with all requirements applicable to it in the Grant Contract, if any, between the federal and/or State government(s) and the County and shall cooperate with the County in all respects necessary or appropriate to enable the County to comply with the requirements of such Grant Contract applicable to the County.

5) Actual Fringe Benefit Costs

Fringe benefits claims should be based on actual costs. However, if the contractor pays some or all fringe benefits on a quarterly, semiannual, or annual basis, it may make monthly claims for such fringe benefits based on an estimated percentage of each eligible individual's salary, except that the claim submitted for the last month of each Budget Period must include an adjustment for fringe benefit expense changing it from estimated to actual cost, or the Contractor may include such adjustment in its supplementary claim submitted not more than thirty (30) days after the end of the Budget Period. If such adjustment is not submitted with the claim for the last month of the Budget Period, the Department may place such claim in reserve pending receipt and audit of the fringe benefit adjustment claim. The County

Line Item/Omnibus Grant

may recoup any overpayment from any subsequent claim, or the Contractor shall promptly repay to the County any overpayment on demand. Furthermore, the Contractor agrees that all payments received by the Contractor for all items, including employee benefits, under this Agreement, are subject to adjustment as finally determined by audit, and that no indirect or overhead charges or any interest costs are to be included, unless specifically included in the Budget.

6) Payments Subject to Reporting

Contractor's failure to meet the reporting requirements pursuant to this program description may result in a reduction in the total amount to be paid to the Contractor.

End of Text for Article I

Line Item/Omnibus Grant

Article II
Definitions

1. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

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

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

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

“**Event of Default**” means

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

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

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

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

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

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

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

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

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

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

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

Rev. 12/17/13; Law No. 14-DWI-003
Line Item/Omnibus Grant

“**Suffolk County Payment Voucher**” means the document authorized and required by the Comptroller for release of payment.

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

2. Elements of Interpretation

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

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

End of Text for Article II

Article III
General Terms and Conditions

1. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

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

c. Notifications

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

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

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

d. Documentation of Professional Standards

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

e. Credentialing

- i.) In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.
- ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

f. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, 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

**Rev. 12/17/13; Law No. 14-DWI-003
Line Item/Omnibus Grant**

amounts and types as follows:

- i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.
 - ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.
- b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).
 - c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.
 - d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.
 - e. In the case of commercial general liability insurance and business use automobile insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
 - f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.
 - g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.
 - h. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.
- 5. Independent Contractor**
- The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything contained in this Contract, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

**Rev. 12/17/13; Law No. 14-DWI-003
Line Item/Omnibus Grant**

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 Declaration

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

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

Line Item/Omnibus Grant

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):

15. Confidentiality

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

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

16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

17. Changes to Contractor

a. The Contractor may, from time to time, only with the County's written consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the

**Rev. 12/17/13; Law No. 14-DWI-003
Line Item/Omnibus Grant**

Contractor; and

“This publication is fully or partially funded 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.

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:

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

Line Item/Omnibus Grant

executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may 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,

Rev. 12/17/13; Law No. 14-DWI-003
Line Item/Omnibus Grant

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.

Line Item/Omnibus Grant

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.

Line Item/Omnibus Grant

- 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.

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.

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.

- 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.

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

- 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

**Rev. 12/17/13; Law No. 14-DWI-003
Line Item/Omnibus Grant**

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 1

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

Rev. 12/17/13; Law No. 14-DWI-003
Line Item/Omnibus Grant

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

26 of 28 pages

ARTICLE V

Article VI

Budget

The monies provided under this Contract must be used by the Contractor to aid the suppression of DWI. The Contractor shall schedule and pay police officers employed by the Contractor to perform patrol duties on an overtime basis, that are exclusively related to identifying and arresting motorists engaged in DWI. These patrols should result in an increased number of arrests for DWI and a reduction of alcohol related crashes and fatalities

The hours of enforcement shall include times and days which have historically reflected high incidences of DWI and crashes and fatalities caused by motorists engaged in DWI. Scheduling is limited to the dates listed.

MEMORIAL DAY- May 22 - May 27

FOURTH OF JULY: July 3 - July 7

LABOR DAY (NATIONAL): August 15 - September 1

The Contractor will receive funding in the amount of \$5,544.00. The Contractor shall expend said funding each year to cover the overtime earned by police officers employed by the Contractor while performing the Services set forth above, as follows:

Overtime:	\$5,544.00
Fringe Benefits:	\$ 0.00
Total of Personnel Services:	\$5,544.00
Other Services	<u>0.00</u>
Total of All Services:	\$5,544.00

Any funding not so expended cannot be carried over and added to the amount of funding allocated for any subsequent years

The Contractor will not be reimbursed for any costs not listed in the budget set forth above including but not limited to those costs related to fringe benefits, administration, staff support and related operational equipment.

EXHIBIT A

2014 Grant Policies for High Visibility Road Checks/Saturation Patrols

Crackdowns Project:

1. These details must be cooperative, multi-agency efforts.
2. All activities/expenses must be reported to the county STOP-DWI Coordinator within 30 days of the detail. (Forms will be provided)
3. You must do a press release or have a press conference about each detail for which you are funded.

To receive reimbursement for the checkpoint/saturation patrols you must provide the following to the Grant Administrator:

1. The STOP-DWI Coordinator must submit Enforcement Personnel Sheets (PS-1) for each department which participated in the crackdown. The PS-1 sheets must be completed by the enforcement agency and signed by a supervisor of the agency.
2. The STOP-DWI Coordinator must submit one expense total for each crackdown. Reimbursement under the grant will be payable to the County STOP-DWI Program
3. Each police agency will complete a detail activity sheet for each crackdown. The STOP-DWI Coordinator will then submit one summary sheet for the County to the GTSC.

Suffolk County STOP-DWI Enforcement Crackdowns

MEMORIAL DAY- May 22 - May 27

FOURTH OF JULY: July 3 - July 7

LABOR DAY (NATIONAL): August 15 - September 1

TOWN OF RIVERHEAD

Resolution # 691

AUTHORIZES THE TOWN SUPERVISOR TO EXECUTE DWI ENFORCEMENT AGREEMENT BETWEEN THE COUNTY OF SUFFOLK AND THE TOWN OF RIVERHEAD (STOP DWI PROGRAM)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, funding is available from the Suffolk County STOP DWI program;
and

WHEREAS, the Riverhead Police Department has applied for this funding that will allow them to increase enforcement of DWI laws within the Town of Riverhead; and

WHEREAS, the Town Supervisor has requested authorization from the Town Board to enter into these agreements with the County of Suffolk on behalf of the Town of Riverhead.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to sign the attached STOP DWI contract with the County of Suffolk for funding under "STOP-DWI Program" for term from January 1, 2014 to December 31, 2016; 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 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 ("Contract") is between the **County of Suffolk ("County")**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Probation/STOP-DWI Program ("Department")**, located at **395 Oser Avenue, Hauppauge, NY 11788**; and

Town of Riverhead ("Contractor"), a Municipal Corporation, having an address at **210 Howell Avenue, Riverhead, New York 11901-2516**.

The Contractor has been designated to receive funds from the County for DWI enforcement road check patrols ("**Services**") as set forth more fully in Article I, entitled "Description of Services."

Term of the Contract: January 1, 2014 through December 31, 2016.

Total Cost of the Contract: Shall not exceed \$75,000.00, to be paid 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

By: _____
Name: _____
Title: _____
Fed. Tax ID #: 11-6001935
Date _____

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

Name _____ Date _____



COUNTY OF SUFFOLK

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date: _____

**Approved:
Department of Probation**

By: _____
Name: _____
Title: _____
Date _____

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

By: _____
Janet Ford
Assistant County Attorney
Date _____

List of Articles

	Page #
Article I	5
Description of Services	5
1. Conflicting Provisions	5
Article II	8
Definitions	8
1. Meanings of Terms	8
2. Elements of Interpretation.....	9
Article III	10
General Terms and Conditions	10
1. Contractor Responsibilities.....	10
a. Duties and Obligations.....	10
b. Qualifications, Licenses, and Professional Standards.....	10
c. Notifications.....	10
d. Documentation of Professional Standards	10
e. Credentialing.....	10
f. Engineering Certificate	11
2. Termination.....	11
a. Thirty Days Termination.....	11
b. Event of Default; Termination on Notice	11
c. Termination Notice	11
d. Duties upon Termination	11
3. Indemnification and Defense	11
4. Insurance	11
5. Independent Contractor.....	12
6. Severability	13
7. Merger; No Oral Changes	13
8. Set-Off Rights	13
9. Non-Discrimination in Services.....	13
10. Nonsectarian Declaration.....	13
11. Governing Law	13
12. No Waiver.....	13
13. Conflicts of Interest.....	13
14. Cooperation on Claims	14
15. Confidentiality	14
16. Assignment and Subcontracting.....	14
17. Changes to Contractor.....	14
18. No Intended Third Party Beneficiaries.....	15
19. Certification as to Relationships	15
20. Publications.....	15
21. Copyrights and Patents.....	15
a. Copyrights.....	15
b. Patents.....	15

Line Item/Omnibus Grant

22. Arrears to County.....	15
23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction.....	15
24. Certification Regarding Lobbying.....	13
25. Record Retention	15
26. Notice.....	16
Article IV	17
Suffolk County Legislative Requirements.....	17
1. Contractor’s/Vendor’s Public Disclosure Statement	17
2. Living Wage Law.....	17
3. Use of County Resources to Interfere with Collective Bargaining Activities	17
4. Lawful Hiring of Employees Law.....	17
5. Gratuities.....	18
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas	18
7. Child Sexual Abuse Reporting Policy	18
8. Non Responsible Bidder	19
9. Use of Funds in Prosecution of Civil Actions Prohibited.....	19
10. Youth Sports	19
11. Work Experience Participation.....	19
12. Safeguarding Personal Information of Minors	17
13. Suffolk County Local Laws Website Address	19
Article V	20
General Fiscal Terms and Conditions	20
1. General Payment Terms.....	20
a. Presentation of Suffolk County Payment Voucher	20
b. Voucher Documentation	20
c. Payment by County	20
d. Budget Modification	20
e. Budget and/or Services Revisions.....	20
f. Taxes.....	21
g. Final Voucher.....	21
2. Subject to Appropriation of Funds.....	21
3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures.....	21
4. Accounting Procedures	21
5. Audit of Financial Statements.....	22
6. Financial Statements and Audit Requirements.....	22
7. Furniture, Fixtures, Equipment, Materials, Supplies	23
a. Purchases, Rentals or Leases Requiring Prior Approval	23
b. Purchase Practices/Proprietary Interest of County.....	23
c. County’s Right to Take Title and Possession	23
d. Inventory Records, Controls and Reports	23
e. Protection of Property in Contractor’s Custody.....	24
f. Disposition of Property in Contractor’s Custody.....	24
8. Lease or Rental Agreements	24
9. Statement of Other Contracts.....	24
10. Miscellaneous Fiscal Terms and Conditions	24

Line Item/Omnibus Grant

- a. Limit of County’s Obligations 24
- b. Duplicate Payment from Other Sources..... 24
- c. Funding Identification..... 24
- d. Outside Funding for Non-County Funded Activities..... 24
- e. Potential Revenue 25
- f. Payments Contingent upon State/Federal Funding 25
- g. Denial of Aid..... 25
- h. Budget 25
- i. Payment of Claims 25
- j. Payments Limited to Actual Net Expenditures..... 25
- k. Travel, Conference, and Meeting Attendance: SOP A-07 Amendment 1 25
- l Salaries 26
- m. Salary Increases..... 26
- n. Contractor Vacancies 26
- o. No Limitation On Rights 26
- p. Comptroller’s Rules and Regulations 26

**Article VI
Budget**

- Exhibit A Suffolk County STOP-DWI Claim Payroll Register**
- Exhibit B Suffolk County STOP-DWI Claim Record of Fringe Benefits**
- Exhibit C Quarterly Expenditure**
- Exhibit D STOP-DWI Monthly Arrest Report**

Article I

Description of Services

Whereas, the County operates and conducts a program entitled STOP-DWI; and

Whereas, in an effort to reduce incidents of drinking and driving in Suffolk County the County provides funds to towns and villages located within Suffolk County for the purpose of increasing enforcement; and

Whereas, the Contractor, a municipal corporation, operates a police department and is desirous of participating in and promoting said program for the benefit of its residents and the residents of Suffolk County; and

Whereas, the funds utilized by the County for this program are provided from fines collected from alcohol related traffic convictions.

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) Services

- a. This is a reimbursement program. The Contractor incurs the cost of the Services and is reimbursed by the County according to the approved budget. All costs must be documented and the reimbursement request must be in accordance with the terms and conditions of this Contract.
- b. Contractor agrees that all monies provided pursuant to this Contract shall be used to aid in increased DWI enforcement. In particular, these funds shall only be used to reimburse Contractor for patrol duties during overtime hours, which duties must be exclusively related to increased DWI enforcement. In addition to DWI overtime patrols these funds may be used to train personnel involved in DWI enforcement as well as enforcement of DWI related warrants.
- c. Contractor agrees that the hours of DWI overtime patrols shall include those dates and times that have historically reflected high incidences of DWI arrests as well as high incidences of automobile accidents and fatalities attributed to DWI related offenses. When scheduling DWI overtime patrols Contractor may take into consideration seasonal traffic considerations and other activities related to increased incidences of DWI, as well as staff availability.
- d. The goal of these increased patrols is an increase in the number of DWI arrests and a reduction in the number of alcohol related automobile accidents and fatalities.

3) Reports/Progress Meetings

- a. The Contractor will be responsible for issuing timely reports, as requested by the Department, on the status of pending and proposed services provided under this Contract. The Department reserves the right to request such reports in written form or oral presentation. All written reports will also be made available to the County in electronic format. Depending upon the nature of services provided under this Contract, the County may require the parties meet in person; the meeting time, place and attendees shall be as mutually agreed upon by the parties.
- b. The Contractor agrees to submit a “Suffolk County STOP-DWI Claim Payroll Register,” in the applicable format attached hereto as Exhibit “A”, or in such other format as requested by the Department. Contractor agrees to prepare and submit this form detailing all salary and wage expenses for which reimbursement is being sought pursuant to this Contract for the period claimed. The STOP-DWI Claim Payroll Register must accompany each payment voucher submitted by Contractor in accordance with the County’s General Fiscal Terms and Conditions set forth in Article V herein.
- c. The Contractor agrees to submit a “Suffolk County STOP-DWI Claim Record of Fringe Benefits,” in the applicable format attached hereto as Exhibit “B”. Contractor agrees to prepare and submit this form detailing all fringe benefit expenses for which reimbursement is being sought pursuant to this Contract for the period claimed. The STOP-DWI Claim Record of Fringe Benefits must accompany each payment voucher submitted by Contractor in accordance with the County’s General Fiscal Terms and Conditions set forth in Article V herein.
- d. The Contractor agrees to submit a “Quarterly Expenditure Report,” in the applicable format attached hereto as Exhibit “C” to the County’s STOP-SWI Coordinator within thirty (30) days of the close of each quarter for which this Contract is in effect.
- e. The Contractor agrees to submit a “STOP-DWI Monthly Arrest Report,” in the applicable format attached hereto as Exhibit “D” to the County’s STOP-SWI Coordinator within thirty (30) days of the close of each month for which this Contract is in effect.

4) Actual Fringe Benefit Costs

Fringe benefits claims should be based on actual costs. However, if the contractor pays some or all fringe benefits on a quarterly, semiannual, or annual basis, it may make monthly claims for such fringe benefits based on an estimated percentage of each eligible individual’s salary, except that the claim submitted for the last month of each Budget Period must include an adjustment for fringe benefit expense changing it from estimated to actual cost, or the Contractor may include such adjustment in its supplementary claim submitted not more than thirty (30) days after the end of the Budget Period. If such adjustment is not submitted with the claim for the last month of the Budget Period, the Department may place such claim in reserve pending receipt and audit of the fringe benefit adjustment claim. The County may recoup any overpayment from any subsequent claim, or the Contractor shall promptly repay to the County any overpayment on demand. Furthermore, the Contractor agrees that all payments received by the Contractor for all items, including employee benefits, under this Agreement, are subject to

adjustment as finally determined by audit, and that no indirect or overhead charges or any interest costs are to be included, unless specifically included in the Budget.

5) Payments Subject to Reporting

Contractor's failure to meet the reporting requirements pursuant to this description of services may result in a reduction in the total amount to be paid to the Contractor.

End of Text for Article I

Article II
Definitions

1. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

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

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

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

“**Event of Default**” means

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

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

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

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

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

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

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

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

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

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

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

“**Suffolk County Payment Voucher**” means the document authorized and required by the Comptroller for release of payment.

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

2. Elements of Interpretation

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

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

End of Text for Article II

Article III
General Terms and Conditions

1. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

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

c. Notifications

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

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

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

d. Documentation of Professional Standards

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

e. Credentialing

- i.) In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.
- ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

f. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization (“Certificate”), issued pursuant to § 7210 of the New York Education Law, 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.
 - 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.

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.

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.

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.

8. Set-Off Rights

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

10. Nonsectarian Declaration

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

9. Non-Discrimination in Services

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status
 - i.) deny any individual the Services provided pursuant to the Contract; or
 - ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
 - iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
 - iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
 - v.) treat an individual differently from others in determining whether or not

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

Line Item/Omnibus Grant

charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

15. Confidentiality

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

16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as “Assignment”), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

17. Changes to Contractor

a. The Contractor may, from time to time, only with the County’s written consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the

withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

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

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

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

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

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

Contractor; and

“This publication is fully or partially funded 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.

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:

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 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.

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.

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.

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.

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

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

Line Item/Omnibus Grant

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 1

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

26 of 32 pages

ARTICLE V

Article VI

Budget

The monies provided under this Contract must be used by the Contractor to aid the suppression of DWI. The Contractor shall schedule and pay police officers employed by the Contractor to perform patrol duties on an overtime basis, that are exclusively related to identifying and arresting motorists engaged in DWI. These patrols should result in an increased number of arrests for DWI and a reduction of alcohol related crashes and fatalities. Funds may also be used to pay for training related to such patrols and for warrant enforcement.

The hours of enforcement shall include times and days which have historically reflected high incidences of DWI and crashes and fatalities caused by motorists engaged in DWI. Scheduling may be organized due to seasonal traffic considerations and other activities related to incidences of DWI and may be dependent upon staff availability.

For each of the years 2014, 2015 and 2016, the Contractor will receive funding in the amount of twenty two thousand dollars (\$25,000.00). The Contractor shall expend said funding each year to cover the overtime and fringe benefits earned by police officers employed by the Contractor while performing the Services set forth above, as follows:

Overtime:	\$25,000.00
Fringe Benefits:	\$0.00
Total of Personnel Services:	\$25,000.00
Other Services	<u>0.00</u>
Total of All Services:	\$25,000.00

The total amount of funding allocated to each year of this Contract is to be expended on or prior to December 31st of that year. Any funding not so expended cannot be carried over and added to the amount of funding allocated for any subsequent year of this Contract.

The Contractor will not be reimbursed for any costs not listed in the budget set forth above including but not limited to those costs related to administration, staff support and related operational equipment.

**End of text for
Article VI**

Quarterly Expenditure Report

Program Title: _____

To: Suffolk County STOP-DWI Program From: _____

Contract Period: From: _____ To: _____

Project Budget Category	Budgeted Amount	Expended this Month	Total Expended to Date	Balance Remaining
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PERSONAL SERVICES

WAGES/SALARIES	\$	\$	\$	\$
FRINGE BENEFITS	\$	\$	\$	\$
SUBTOTAL	\$	\$	\$	\$

OTHER THAN PERSONAL SERVICES

SUPPLIES/MATERIALS	\$	\$	\$	\$
TRAVEL	\$	\$	\$	\$
EQUIPMENT PURCHASE	\$	\$	\$	\$
ALL OTHER COSTS	\$	\$	\$	\$
SUB TOTAL	\$	\$	\$	\$
TOTAL PROJECT COSTS				

CERTIFICATION: I certify that the above information is a complete, accurate, and up-to-date portrayal of actual necessary expenditures made for my project during the time period indicated.

Project Director or Fiscal Officer: _____ Date: ____/____/____
 Signature and Title

INSTRUCTIONS: The Project Director or Project Fiscal Officer must submit a Quarterly Expenditure Report to the STOP-DWI Coordinator within 30 days after the close of each quarter.

BUDGET AMMENDMENTS: You may not exceed the Total Project Budgeted Amount or Project Budget Category Amounts without written approval, as per conditions of the contract. Expenditures may be disallowed if they exceed limitations without prior written approval from the County.

STOP-DWI MONTHLY ARREST REPORT

SUFFOLK COUNTY

REPORTING AGENCY _____

REPORTING PERIOD _____

1. Total number of persons arrested and charged with a violation of 1192. _____

2. Total number of charges for:

- a. 1192.1 _____
- b. 1192.2 _____
- c. 1192.2 and 1192.3 _____
- d. 1192.3 _____
- e. 1192.4 _____

3. Total number of persons arrested for Section 1192 violations by sex:

- a. Male _____
- b. Female _____

6. Total number of persons arrested for Section 1192 violations by day:

- a. Sunday _____
- b. Monday _____
- c. Tuesday _____
- d. Wednesday _____
- e. Thursday _____
- f. Friday _____
- g. Saturday _____

7. Total number of persons arrested for Section 1192 violations by time intervals:

- a. 6:01 AM to 6:00 PM _____
- b. 6:01 PM to 9:00 PM _____
- c. 9:01 PM to 12:00 AM _____
- d. 12:01 AM to 3:00 AM _____
- e. 3:01 AM to 6:00 AM _____

8. Total number of persons arrested for Section 1192 violations by age:

- a. under 18 _____
- b. 18 _____
- c. 19 _____
- d. 20 _____
- e. 21-24 _____
- f. 25-29 _____
- g. 30-34 _____
- h. 35-39 _____
- i. 40-44 _____
- j. 45-49 _____
- k. 50-54 _____
- l. 55-59 _____
- m. 60-64 _____
- n. 65-69 _____
- o. 70 and over _____

9. Total number of persons arrested for Section 1192 violations by BAC Level:

- a. Chemical test refusals: _____
- b. Test administered - results not available: _____

Negative _____

- .01 _____ .16 _____
- .02 _____ .17 _____
- .03 _____ .18 _____
- .04 _____ .19 _____
- .05 _____ .20 _____
- .06 _____ .21 _____
- .07 _____ .22 _____
- .08 _____ .23 _____
- .09 _____ .24 _____
- .10 _____ .25 _____
- .11 _____ .26 _____
- .12 _____ .27 _____
- .13 _____ .28 _____
- .14 _____ .29 _____
- .15 _____ .30 _____

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TOWN OF RIVERHEAD

Resolution # 692

ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 OF THE TOWN CODE OF THE TOWN OF RIVERHEAD ENTITLED, "ZONING" (TRANSFER OF DEVELOPMENT RIGHTS) (§108-330. Redemption of preservation credits.)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 108 of the Town Code of the Town of Riverhead entitled, "Zoning"; and

WHEREAS, a public hearing was held on the 16th day of September, 2014 at 7:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law to amend Chapter 108 of the Town Code of the Town of Riverhead entitled, "Zoning" is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted.

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on October 7, 2014. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

§ 108-330. Redemption of preservation credits.

D. Retirement Community (RC) Zoning Use District. Preservation credits may be used to increase the development yield associated with site plan applications made to the Town Board pursuant to Article XXIII of the Riverhead Zoning Ordinance. In its review and approval of such site plan applications, the Town Board may increase the allowable development yield at a rate of one dwelling unit per preservation credit redeemed, not to exceed four dwelling units per 40,000 square feet. In its review and approval of subdivision within the RC Zoning Use District utilizing preservation credits, the Planning Board shall condition the final map approval upon the redemption of the appropriate number of credits, with the signature and recording of the subdivision predicated upon the redemption and retiring of the appropriate number of preservation credits. The purchase of preservation credits shall not be required to increase the allowable development yield when the purchase of an equivalent number of Pine Barren Credits is required by the Suffolk County Health Department. Notwithstanding the foregoing, in order to be exempt from the purchase of preservation credits to increase development yield based on the purchase of Pine Barrens Credits, the purchase and use of Pine Barren Credits can only be from properties located within the Town of Riverhead.

- Underscore represents addition(s)

Dated: Riverhead, New York
October 7, 2014

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 693

**APPROVES CHANGE OF ZONE FROM DC-4 TO DC-1 FOR THE PROPERTY
LOCATED AT 24 EAST SECOND STREET, RIVERHEAD, NY
SCTM# 600-128-5-25.1**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead is the owner of certain property located at 24 East Second Street, Riverhead, NY, SCTM# 600-128-5-25.1; and

WHEREAS, the property described above and commonly referred to as the 2nd Street Firehouse was owned by the Riverhead Fire District and used as a fire house for the purpose of providing fire protection and emergency response and rescue services within the Town of Riverhead; and

WHEREAS, the subject property currently lies within the DC-4 Zoning Use District; and

WHEREAS, for quite some time, the Town Board has contemplated reuse of the subject property compatible with the goals recited in the Comprehensive Master Plan and in keeping with the building layout such that a reuse of the building would also serve to preserve some of the historic character of the building; and

WHEREAS, some of the contemplated uses of the subject property included police, court, municipal garage, however, these uses while beneficial to public health, safety, and general well-being, were likely to have a strong potential to adversely affect the peace and tranquility of the neighborhood, create noise and traffic and were not supported by the Comprehensive Master Plan; and

WHEREAS, other contemplated uses of the subject property included office space for Town departments, historical museum, theatre/museum and art studios with artist housing were less likely to have an adverse impact and were supported by the Comprehensive Master Plan albeit these uses were not permitted in DC-4 but instead permitted in the DC-1 Zoning Use District; 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 Street, Riverhead, NY, known as the 2nd Street Firehouse, to Robert Castaldi and/or Castle Restoration; and

WHEREAS, the intended purchaser of the premises expressed a desire to utilize the property for uses permitted within the DC-1 Zoning Use District, including an indoor farmer's market and/or agri-tourism center, specialty retail, and potential office space for

Town departments or private business with the goal that any such use will serve as a cultural, agricultural and/or entertainment destination and attract residents and tourists to the downtown area and promote the Long Island Region, particularly the Town of Riverhead while restoring the historic character of the structure; and

WHEREAS, as recited more fully below, the Town Board of the Town of Riverhead has reviewed and considered the policies and goals of the Comprehensive Master Plan, zoning of the subject property; zoning of surrounding properties, uses in proximity to the subject properties; potential and desirable uses of the subject property, and based upon same the Town Board would like to effect a change of zone to amend the Zoning Use District Map of the Town of Riverhead to provide for the change from DC-4 to DC-1 Use District for real property more particularly known as SCTM # 600-128-5-25.1; and

WHEREAS, the Intent of the Downtown Center 4, Office/Residential Transition (DC-4) Zoning Use District is to allow, maintain, and foster a downtown neighborhood of homes and offices that is less intensive than the Downtown Center 1: Main Street (DC-1) and Downtown Center 3: Office (DC-3) Zoning Use Districts. The DC-4 Zoning Use District does not allow for any retail or personal services; and

WHEREAS, The Permitted uses in DC-4 are, in part, as follows:

- (1) Offices, professional and public.
- (2) Single-family dwelling units.
- (3) Townhouses.
- (4) Places of worship.
- (5) Funeral homes; and

WHEREAS, the intent of the Downtown Center 1, Main Street (DC-1) Zoning Use District is to allow, maintain, and foster a traditional downtown character along Main Street, with a pedestrian-friendly streetscape, active ground-floor uses, a twenty-four-hour presence from upper-story residential, with a compact, walkable scale; and

WHEREAS, The Permitted uses for DC-1 are, in part, as follows:

- (1) Retail stores.
- (2) Banks.
- (3) Personal service businesses.
- (4) Indoor public markets.
- (5) Art galleries and studios.
- (6) Museums, libraries, aquariums and other cultural attractions.
- (7) Restaurants...specialty food stores.
- (8) Theaters and cinemas.
- (9) Professional Offices; and

WHEREAS, by Resolution No. 491, adopted on July 1, 2014, the Riverhead Town Board authorized that the Town Board, on its own motion, to consider a change of zone for the subject property from DC-4 to DC-1; and

WHEREAS, by Resolution #601 adopted on August 19, 2014, the Town Board declared itself Lead Agency and authorized the Town Clerk to publish and post a public

notice for a public hearing to hear all interested persons to consider a change of zone from DC-4 to DC-1 for the property located at 24 East Second Street, Riverhead, NY, SCTM# 600-128.5-25.1; and

WHEREAS, a public hearing was held on the 16th day of September, 2014, at 7:15 o'clock pm at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, NY, the date, time, and place specified in said public notice, and all persons wishing to be heard were heard; and

WHEREAS, the Riverhead Planning Department prepared a short Environmental Assessment Form and SEQR report dated 7/21/14, which offered the basis for the Town Board's declaring itself lead agency on the action and which also recommended it be classified as Unlisted and that a negative declaration of significance be rendered; and

WHEREAS, the Town of Riverhead Comprehensive Master Plan, November, 2013, Goal 6.1 titled "Emphasize Downtown as Civic, Cultural, Specialty Shopping and Historic Center of Riverhead", states that Downtown should be bolstered as a regional tourism center. A mix of cultural, retail, civic, park, tourism, office, entertainment, and residential uses should be promoted, in order to create a dynamic, 7-day a week, 4-seasons destination. Design standards in downtown should promote an historic, compact, pedestrian-oriented, high-amenity environment; and

WHEREAS, additionally noted in the Comprehensive Master Plan, specialty retailers, gravitate to downtown and the hamlet centers... and therefore more suitable for entrepreneur-driven restaurants, boutiques, antique stores, and "mom and pop" businesses. Current zoning patterns are not well-suited to such businesses, and in many cases, downtown and the hamlet centers are over-zoned for commercial development, further encouraging strip-style commercial sprawl. A rethinking of downtown and hamlet zoning can tailor development patterns to the types of businesses interested in locating there; and

WHEREAS, the Comprehensive Master Plan also depicts on Figure 6-1, a map of the Downtown area, which shows a Proposed Public Market which is just of and near the border of the property considered for the zone change; and

WHEREAS, the Comprehensive Master Plan "Goals & Policies for Downtown" described recommended improvements and investments for the Downtown Area (including all downtown zoning districts DC-1, DC-2, DC-3, DC-4, and DC-5), including but not limited to, development of market niches (specialty food markets); establish an indoor, year round regional farmer's market; preserve historic buildings and encourage adaptive reuse; and

WHEREAS, the Comprehensive Master Plan Goal 6.6 Policy 6.6 A recommends that the Town pursue, promote and locate an indoor farmer's market featuring local growers to the north side of Main Street sponsored and operated by a private individual or entity; and

WHEREAS, the Comprehensive Master Plan also notes that for several years, the Town has been working to shift the focus of downtown from convenience and comparison shopping to entertainment, tourism, and cultural activities and recites that

this market niche is ideally suited to downtown, as it builds off the area's attractive walking environment and historic character, in addition to the attractions and events; and

WHEREAS, the Comprehensive Master Plan recommends creating a link between Polish Town and Downtown Main Street to draw people from one area to the other; and

WHEREAS, the former use of the subject property as a firehouse and potential municipal uses such as police station or municipal garage, while all said uses are for the benefit of public health, safety, and general well-being, did and has a strong potential to adversely affect the peace and tranquility of the neighborhood, create noise and traffic; and

WHEREAS, the uses such as a farmer's market, agri-tourism center and/or specialty food store requiring a change of zone to DC-1 provides a use less likely and with a less or impact than the above described uses; and

WHEREAS, the uses such as a farmer's market, agri-tourism center and/or specialty food store requiring a change of zone to DC-1 is consistent with the goals, policies and recommendations of the Comprehensive Master Plan; and

WHEREAS, the preservation of this historic building and adaptive reuse as a farmer's market, agri-tourism center and/or specialty food store or such other uses identified in DC-1 is consistent with the recommended and improvements outlined in the Comprehensive Master Plan.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board, acting as lead agency in the change of zone from DC-4 to DC-1 for the property located at 24 East Second Street and more particularly identified as SCTM: 0600-128-5-25.1, hereby classifies the directly undertaken action as Unlisted pursuant to 6 NYCRR Part 617 and further declares the action not to have a significant impact on the natural or social environment and that a negative declaration of significance is hereby issued; and be it further

RESOLVED, that the Town Board of the Town of Riverhead does hereby authorize the change of zone to amend the Zoning Use District Map of the Town of Riverhead to provide for the change from DC-4 to DC-1 for the property located at 24 East Second Street, Riverhead, NY, SCTM# 600-128-5-25.1; 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 # 694

AUTHORIZES THE SUPERVISOR TO ISSUE A LETTER TO THE SPOWER PURSUANT TO SECTION 487 OF THE REAL PROPERTY TAX LAW OF THE INTENTION TO ENTER INTO A CONTRACT FOR PAYMENTS IN LIEU OF TAXES (PILOT)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by correspondence dated September 17, 2014, Christopher E. Kent, Esq., as agent for sPower Solar (“sPower”), gave Notice under Real Property Tax Law (“RPTL”) Section 487 of the intent to construct a PV electric generating facility having a rated capacity of about 6,300 net kilowatts upon real property known as 194 Edwards Avenue, Calverton, New York 11933, also known and designated as SCTM # 0600-137.00-01.00-032.001 (the “premises”); and

WHEREAS, the Town Board wishes to require that sPower enter into a contract for payments in lieu of taxes (PILOT); and

WHEREAS, in accordance with RPTL § 487, the Town Board desires that the Supervisor issue a letter giving sPower notice of the intent by the Town of Riverhead to require that a PILOT agreement be entered into between the Town of Riverhead and sPower.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to issue a letter in substantially the same form as attached to Christopher E. Kent, Esq., as agent for sPower Solar, and to Richwood Greenworks, LLC giving notice of intention to require that sPower enter into a contract for payments in lieu of taxes regarding construction of a PV electric generating facility having a rated capacity of about 6,300 net kilowatts upon real property known as 194 Edwards Avenue, Calverton, New York 11933, also known and designated as SCTM # 0600-137.00-01.00-032.001; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward copies of this resolution to Christopher E. Kent, Esq., Farrell Fritz, P.C., 100 Motor Parkway, Suite 138, Hauppauge, New York 11788; Sterlington Greenworks LLC, 2 Embarcadero Center, Suite 410, San Francisco, CA 94123; the Financial Administrator; the Board of Assessors; Receiver of Taxes; and the Office of the Town Attorney.

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

alter, Town Supervisor

200 Howell Avenue, Riverhead, NY 11901
Tel: (631) 727-3200 / Fax: (631) 727-6712
www.townofriverheadny.gov

October 7, 2014

Christopher E. Kent, Esq.
Farrell Fritz, P.C.
100 Motor Parkway, Suite 138
Hauppauge, New York 11778

Re: Notification Under RPTL 487
Project Name: sPower Solar
Property Location: 194 Edwards Avenue, Calverton New York
Suffolk County Tax Map #0600-137.00-01.00-032.001

Dear Mr. Kent:

Pursuant to Town Board resolution # _____, adopted on October 7, 2014, this serves to give written notice of the intention of the Town Board of the Town of Riverhead to require sPower to enter into a contract for payments in lieu of taxes (PILOT) regarding project contemplating the construction of a PV electric generating facility having a rated capacity of about 6,300 net kilowatts upon real property known as 194 Edwards Avenue, Calverton, New York 11933.

Kindly contact this office with any questions you may have.

Very truly yours,

Sean M. Walter
Supervisor

TOWN OF RIVERHEAD

Resolution # 695

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-10. Parking prohibited. – Ostrander Avenue)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the October 16, 2014 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted.

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 5th day of November, 2014 at 2:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
Vehicles and Traffic
ARTICLE V
Parking, Standing and Stopping

§ 101-10. Parking prohibited.

The parking of vehicles is hereby prohibited in the locations as follows:

Name of Street	Side	Location
<u>Ostrander Avenue</u>	<u>East</u>	<u>From a point at its intersection with Corwin Street in a northerly direction for a distance of 300 feet</u>

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

Dated: Riverhead, New York
October 7, 2014

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 696

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
WITH COUNTY OF SUFFOLK OFFICE FOR THE AGING
(AAA TRANSPORTATION PROGRAM)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead offers a wide variety of programs, activities and support services including transportation for the senior citizens within the Riverhead community; and

WHEREAS, the County of Suffolk provides funding to defray the transportation costs incurred by the Town of Riverhead; and

WHEREAS, the Town of Riverhead is interested in supplementing its budget regarding transportation costs incurred in the transportation of senior citizens.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds in an amount not to exceed \$ 8,016.00 from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's transportation assistance 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 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 (Contractor), a New York municipal corporation, having an address at 200 Howell Avenue, Riverhead, New York 11901.

The Contractor has been designated to receive funds from the County for a AAA Transportation 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.

Service Levels: 6,600 Units of Transportation Service
225 Elderly Served

Total Cost of the Contract: Shall not exceed \$8,016.00, to be paid 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. Taxpayer ID #: 11-6001935
Date _____

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date _____

**Approved:
Department**

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

Recommended:

By: _____
Michelle Belsky
Food Service Supervisor
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.

Name _____ Date _____

**Approved as to Form:
Dennis M. Brown
Suffolk County Attorney**

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



List of Articles

	Page #
Article I	5
Description of Services	5
1. Conflicting Provisions	5
Article IA	13
Grievance Procedures	13
Article II	15
Definitions	15
1. Meanings of Terms	15
2. Elements of Interpretation.....	16
Article III	17
General Terms and Conditions	17
1. Contractor Responsibilities.....	17
a. Duties and Obligations.....	17
b. Qualifications, Licenses, and Professional Standards.....	17
c. Notifications.....	17
d. Documentation of Professional Standards.....	17
e. Credentialing.....	17
f. Engineering Certificate	18
2. Termination.....	18
a. Thirty Days Termination.....	18
b. Event of Default; Termination on Notice	18
c. Termination Notice	18
d. Duties upon Termination	18
3. Indemnification and Defense	18
4. Insurance	19
5. Independent Contractor.....	19
6. Severability	20
7. Merger; No Oral Changes	20
8. Set-Off Rights	20
9. Non-Discrimination in Services.....	20
10. Nonsectarian/Nonpartisan Declaration	20
11. Governing Law	20
12. No Waiver.....	20
13. Conflicts of Interest.....	20
14. Cooperation on Claims	21
15. Confidentiality	21
16. Assignment and Subcontracting.....	21
17. Changes to Contractor.....	21
18. No Intended Third Party Beneficiaries.....	22
19. Certification as to Relationships.....	22
20. Publications.....	22
21. Copyrights and Patents.....	22

Line Item/Omnibus Grant – AAA Transportation

- a. Copyrights..... 22
- b. Patents..... 22
- 22. Arrears to County..... 22
- 23. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction..... 22
- 24. Certification Regarding Lobbying 23
- 25. Record Retention 23
- 26. Notice..... 23
- Article IV 24**
- Suffolk County Legislative Requirements..... 24**
- 1. Contractor’s/Vendor’s Public Disclosure Statement 24
- 2. Living Wage Law..... 24
- 3. Use of County Resources to Interfere with Collective Bargaining Activities 24
- 4. Lawful Hiring of Employees Law..... 24
- 5. Gratuities..... 25
- 6. Prohibition Against Contracting with Corporations that Reincorporate Overseas 25
- 7. Child Sexual Abuse Reporting Policy 25
- 8. Non Responsible Bidder 26
- 9. Use of Funds in Prosecution of Civil Actions Prohibited..... 26
- 10. Youth Sports 26
- 11. Work Experience Participation 26
- 12. Safeguarding Personal Information of Minors..... 26
- 13. Suffolk County Local Laws Website Address 26
- Article V 27**
- General Fiscal Terms and Conditions 27**
- 1. General Payment Terms..... 27
 - a. Presentation of Suffolk County Payment Voucher 27
 - b. Voucher Documentation 27
 - c. Payment by County 27
 - d. Budget Modification 27
 - e. Budget and/or Services Revisions..... 27
 - f. Taxes 28
 - g. Final Voucher..... 28
- 2. Subject to Appropriation of Funds..... 28
- 3. Personnel Salaries, Pension and Employee Benefit Plans, Rules and Procedures..... 28
- 4. Accounting Procedures 28
- 5. Audit of Financial Statements..... 29
- 6. Financial Statements and Audit Requirements 29
- 7. Furniture, Fixtures, Equipment, Materials, Supplies 30
 - a. Purchases, Rentals or Leases Requiring Prior Approval 30
 - b. Purchase Practices/Proprietary Interest of County..... 30
 - c. County’s Right to Take Title and Possession 30
 - d. Inventory Records, Controls and Reports 31
 - e. Protection of Property in Contractor’s Custody..... 31
 - f. Disposition of Property in Contractor’s Custody..... 31

Line Item/Omnibus Grant – AAA Transportation

- 8. Lease or Rental Agreements 31
- 9. Statement of Other Contracts..... 31
- 10. Miscellaneous Fiscal Terms and Conditions 31
 - a. Limit of County’s Obligations 31
 - b. Duplicate Payment from Other Sources..... 31
 - c. Funding Identification..... 31
 - d. Outside Funding for Non-County Funded Activities..... 31
 - e. Potential Revenue 32
 - f. Payments Contingent upon State/Federal Funding..... 32
 - g. Denial of Aid..... 32
 - h. Budget..... 32
 - i. Payment of Claims 32
 - j. Payments Limited to Actual Net Expenditures..... 32
 - k. Travel, Conference, and Meeting Attendance: SOP A-07 Amendment 1 33
 - l. Salaries 33
 - m. Salary Increases..... 33
 - n. Contractor Vacancies 33
 - o. No Limitation On Rights 33
 - p. Comptroller’s Rules and Regulations 33

Article VI34

Budget

**Article I
Description of Services**

**Town of Riverhead
AAA Transportation Program**

Whereas, the Contractor has been identified in the 2014 Suffolk County Adopted Budget under the funding as listed on page one of the Contract to perform the Services for the Department; and

Whereas, the AAA Transportation Program expands essential transportation activities for the elderly by providing assistance in meeting the transportation operating expenses related to serving the elderly, as part of the required supportive services of the IIC Nutrition Program and/or the Wellness in Nutrition Program or other such programs for the elderly that provide transportation services.

Whereas, the enhancement of the provision of transportation services is considered to be in the best interest of the County and the elderly residents of Suffolk County for the best possible outcomes.

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

1. Conflicting Provisions

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

2. Goals of the Program

The Contractor shall provide the following transportation services:

The Contractor may provide transportation other than to and from the nutrition sites on an as needed basis. This may include, but is not limited to, transportation to medical appointments, shopping, activities for socialization and other such activities scheduled as part of the Contractor’s regular transportation program activities or by appointment. All transportation services shall be furnished using licensed drivers and insured and inspected vans and automobiles.

3. General Program Terms and Conditions

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

- a. Have, and maintain throughout the term of this Contract, an existing agreement to provide a service or services for the elderly in Suffolk County.
- b. Have an owned or contract vehicle available for the Services, either through purchase agreement or lease agreement.

4. Administration

- a. Overall administration of this program will be the responsibility of the Contractor. The Contractor will insure proper implementation and direction of the service, act as liaison between the Department and the actual service and insure accuracy and timeliness of submission of all reporting forms and expenditures.

Line Item/Omnibus Grant – AAA Transportation

- b. Program staff shall attend meetings and training as requested by the Department.

5. Contractor’s Staff

- a. The Contractor agrees to employ adequate numbers of qualified staff and supervisory personnel to meet all the specifications and responsibilities of the program in an orderly, punctual and reliable manner and to assure the health, safety, and welfare of participants. A full-time manager/supervisor will direct and coordinate the daily operations. 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 County shall have the right to prior approval of the filling of any AAA Transportation Coordinator and shall be advised by the Contractor of the duties and compensation of all personnel assigned to the AAA Transportation Program.
- c. The provisions of this paragraph 5 are in addition to the provisions of Article V, paragraph 10, subparagraph n.

6. Coordination

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

7. Targeting and Outreach

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

- c. The following four (4) target groups have been identified as having the greatest economic and social needs: minority, low income, frail and vulnerable.
- i. **Minority** - persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of Two (2) or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or Two (2) or More Races categories, defined below).
- a) Black - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self-report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
- b) Hispanic (or Latino) - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.
- c) Asian - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- d) American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as "American Indian or Alaska Native" or reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup'ik, and/or Central American or South American Indian groups.
- e) Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- f) Other Race or Two (2) or More Races - this category includes persons who self-identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.
- ii. **Low – Income** - Persons with incomes at or below 150% of the poverty level.
- iii. **Frail** – Persons with one or more functional deficits in the following areas:
- a) Physical functions;
- b) Mental functions;
- c) Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
- d) Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).

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

iv. **Vulnerable** – Persons with a deficit of social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:

- a) Language barriers; Limited English Proficiency - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be limited English proficient, and may be eligible to receive language assistance with respect to a particular type of service, benefit, or encounter;
- b) Rural residence;
- c) Persons with disabilities;
- d) Institutionalized or at risk of institutionalization;
- e) Lesbian, gay, bisexual, transgender (LGBT) older adults;
- f) Low literacy;
- g) Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
- h) Homebound; and,
- i) Alzheimer’s or other Dementia.

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

8. Equal Access

- a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations.
- b. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and new sites shall be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (l)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
 - For individuals who are deaf or hard of hearing: qualified interpreters, notetakers, 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.

c. 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 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 no later than ninety (90) days after the effective date of this contract. The Contractor’s staff for this program with public contact must be aware of, and trained in the timely and appropriate use of, these language services. The Contractor shall also ensure that LEP persons are informed of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand at service locations.

9. Reporting Requirements

a. Monthly Reports

Monthly reports must be submitted to the Department on a form prescribed by the Department. Monthly reports are due to the Department by the eighth (8th) day of the month following the month being reported. These reports shall contain, at a minimum, the following categories of information:

- i. Units of service: one unit is equal to each one-way trip per person.
- ii. The number of individuals who have received transportation by the Contractor under this Transportation Program Contract.
- iii. A monthly activity schedule showing the specific transportation services the Contractor will make available to the congregate participants that require transportation.
- iv. Mileage recordings.

b. Electronic Reporting

- i. The Contractor shall maintain electronic records on all program participants using the most currently approved form provided by the Department and compliant with State and Federal reporting requirements. Data for all participants must be updated monthly.
- ii. In order to comply with electronic reporting requirements, the Contractor must have adequate computer equipment and software available to support the approved form.
- iii. Transportation units and unduplicated number of persons served must be entered electronically in SAMS 2000 or in subsequent County approved computer systems. All participant data must be entered completely by the twelfth (12th) of each month for the previous month’s data.

Line Item/Omnibus Grant – AAA Transportation**10. Incident Reporting**

The Contractor will report at least verbally to the Department, within twenty-four (24) hours any incidents involving all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Contract. A written follow-up of such incidents shall be sent to the Department within five (5) days of the occurrence. The Contractor further agrees to send the Department copies of all “notices of claim” relating to the program covered in this Contract.

11. Confidentiality

- a. The Contractor agrees that no personal information obtained from an individual in conjunction with this program shall be disclosed in a form in which it is identified with the individual without such individual’s written consent to such disclosure, except to the Department.
- b. In the case of a request by the Department for names and addresses of individuals participating in the program, the Contractor shall furnish such information as requested. Failure to comply with a request by the Department for such information shall be deemed a material breach of this 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. Any references to transportation services provided under this Contract must include due recognition to New York State Office for the Aging. The Contractor must include the express acknowledgement as follows:

“This service has been provided with financial assistance, in whole or in part through a grant from the New York State Office for the Aging.”
- b. The provisions of this paragraph shall prevail over any conflicting provisions of Article III, paragraph 20.

13. Contributions

To inform each recipient of the service of the opportunity to make a completely voluntary and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. The Contractor must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. Monthly contributions will be deducted from monthly expenditures to arrive at net reimbursement. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the program and must include the following information:

Contributions to this (these) service(s) are completely voluntary and anonymous. Services 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.

14. Participant Comments & Satisfaction Surveys

Pursuant to the NYS Office for the Aging Regulations Section 6654.8, the Contractor shall develop and implement procedures to obtain the views of program participants about the services they receive. Copies of records of such views shall be maintained for at least five (5) program years and shall be available to the Department for inspection upon request. Such method shall respect the client’s right to confidentiality. In any event, at the conclusion of the service, but not less often than annually, the

Contractor shall send each recipient an evaluation letter and survey in the form approved by the Department, informing him/her of the sources of funding for the program and including the following information:

Contributions are welcomed and are used to expand this service.

15. Monitoring

a. Program

The Contractor agrees to permit the Department’s staff and staff of the New York State Office for the Aging to review programmatic records at any time.

b. Fiscal

As required, the Department’s fiscal staff may examine or review evidence regarding the existence, time and classification of financial transactions, which are charged to the program for reimbursement. To obtain this evidence, the fiscal staff will examine documentary evidence including financial verification by actually observing or counting certain assets (e.g. case, food inventory, equipment and supplies) to establish their physical existence.

16. Grievance Procedures

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

**Contractor's Proposal &
Response for Equal Access & Targeting**

AAA Transportation

End of Article I



Judy Doll
Director

Riverhead Senior Citizen Services
200 Howell Avenue
Riverhead, New York 11901
(631) 722 - 4444 ext. 241

Sue McEvoy
EISEP Coordinator

Debbie Schwarz
Site Manager

August 2014

Ms. Holly Rhodes-Teague, Director
Suffolk County Office for Aging
100 Veterans Hwy
P.O. Box 6100
Hauppauge, New York 11788-0099

RE: AAA Transportation Program April 1, 2014 – March 31, 2015

Dear Ms. Rhodes-Teague:

As the senior population continues to grow in Riverhead, so does the demand for transportation services. Because the town is still quite rural in areas and lacks mass transit, the demand for essential transportation is great. As we look to keep our seniors in the community and give them the opportunity to age in place, it is our responsibility to find ways to meet this demand.

To prepare the drivers' schedule each day, the town is divided into four pick-up areas, East, Central East, Central West and West. All but one driver is given both a daily transportation route and a meals on wheels route. The other driver does the Dial a Ride/food shopping program; these are routed by different areas on different days. On an as needed basis, all drivers are required to assist a doctor's person with appointments and medical transport, as calls for medical services come in throughout the day. Trying to cover the needs of this 82 sq. miles town is difficult at times, so requests are prioritized by medical needs first, with transport for banking, farm stands, farmers market, Fan Food, Walmart/Kmart, etc. filling in the time slots whenever possible.

Information about our transportation program continues to be available online, in the town wide brochure mailing sent seasonally by the Recreation Department, doctors' offices and the local hospital, local news media and of course, senior housing communities. Client word of mouth helps us to target those with the greatest economic and social needs: minorities, low income, frail and vulnerable persons of the age of 60, those with Limited English Proficiency (LEP), lesbian, gay, bisexual, and transgender (LGBT) older adults. We have recently established a relationship with a representative from SAGE (Services and Advocacy for GLBT Elders) to have their monthly newsletter available at the Center.

Riverhead Town has recently contracted the services of LanguageLine Solutions, to provide the LEP senior population with no-cost translation services in multiple languages. LanguageLine has provided us with signs which read *"Point to your language. An interpreter will be called. The interpreter is provided at no cost to you"*. This statement is written in twenty different languages and posted throughout the building. Office staff is aware of the availability of the services and have been trained in and are provided with, the procedures and phone numbers needed to assist seniors with easy access to telephonic interpretation.

The estimated unduplicated transportation count for the April '14-March'15 fiscal year is 225 unduplicated seniors, with an average of 550 trips per month.

The funds available through the AAA Transportation Program will be used to supplement drivers' salaries as we continue to strive to meet the demands of our senior population.

Should you have any questions, please do not hesitate to contact me at (631)722-4444 ext. 241, or by fax at (631)722-8761. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Judy Doll", with a long horizontal flourish extending to the right.

Judy Doll
Senior Programs Director

**Article IA
Grievance Procedures**

1. Purpose

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

2. Notifying Participants of the Right to File a Grievance

a. The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by Aging and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.

b. A participant or applicant who is denied Title III services by the Contractor and the Aging 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 Aging’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. Aging’s Program Administrator may grant an extension for good cause shown.

iii. The grievance should be filed on the form approved by Aging, 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 Aging’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.

policies and procedures have been applied and followed. If appropriate, Aging’s Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.

a. Appeal of Initial Response/Decision:

- i. The grievant may initiate a request for subsequent review by Aging’s Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
- ii. Aging’s Director shall request copies of the initial file on the complaint in question. Aging’s Director will review the materials to ensure that pertinent

If the policies and procedures have been adhered to, Aging’s Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, Aging reserves the right to overturn the decision. The subsequent review shall be

End of Article IA

Article II
Definitions

1. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

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

“Department” means the signatory department approving the Contract.

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

“Event of Default” means

- a. the Contractor’s failure to perform any duty required of it under paragraphs 1(b)-(e) of Article III of the Contract; or
b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or
c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has

designated the New York Superintendent of Insurance as its lawful agent for service of process; or

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

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

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

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

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

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

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

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

“State” means the State of New York.

“Statement of Other Contracts” means a complete list of all other contracts under which money has been or will be paid to the Contractor from the County, Federal, or State governments, or a

Municipal Corporation, and (i) which are currently in effect or (ii) which have expired within the past twelve (12) months and have not been renewed.

“Suffolk County Payment Voucher” means the document authorized and required by the Comptroller for release of payment.

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

2. Elements of Interpretation

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

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

End of Text for Article II

**Article III
General Terms and Conditions**

1. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

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

c. Notifications

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

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

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

d. Documentation of Professional Standards

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

e. Credentialing

- i.) In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.
- ii.) The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

f. **Engineering Certificate**

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization (“Certificate”), issued pursuant to § 7210 of the New York Education Law, 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.

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.

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.

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:

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.

- 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.

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

10. Nonsectarian/Nonpartisan Declaration

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

11. Governing Law

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

12. No Waiver

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

13. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to

believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives, against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

15. Confidentiality

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

16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

17. Changes to Contractor

a. The Contractor may, from time to time, only with the County's written consent, enter into a

Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

- i.) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and
- ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter):
 - 1. the dissolution, merger, consolidation or other reorganization of the Contractor; and
 - 2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).
- b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.
- c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:
 - i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;
 - ii.) a summary of the material terms of the proposed Permitted Transfer;
 - iii.) the name and address of the proposed transferee;
 - iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

- v.) all executed forms required pursuant to Article IV of the Contract, that are required to be submitted by the Contractor; and
- vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 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.

20. Publications

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

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

21. Copyrights and Patents

a. Copyrights

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

b. Patents

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

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.

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.

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.

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 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

I. 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.

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.

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

f. Taxes

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

g. Final Voucher

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

2. Subject to Appropriation of Funds

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

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

- i.) determine how to pay for the Services;
- ii.) determine future payments to the

Contractor; and

iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

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

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

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

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

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

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

4. Accounting Procedures

a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller,

or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph b. below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

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

5. Audit of Financial Statements

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or otherwise.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 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 1

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

Town of Riverhead
AAA Transportations Program
April 1, 2014 – March 31, 2015

<u>PERSONNEL</u>	<u>\$8,016</u>
Drivers	8,016
<u>NET REIMBURSEMENT</u>	<u>\$8,016</u>

TOWN OF RIVERHEAD

Resolution # 697

AUTHORIZATION TO PUBLISH ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR SALE OF REAL PROPERTY LOCATED AT 542 EAST MAIN STREET, RIVERHEAD, NY (SCTM# 600-129-3-35.2).

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead owns property located at 542 East Main Street, Riverhead, NY, SCTM# 600-129-3-35.2 ("Subject Property"); and

WHEREAS, the Town has evaluated several town-owned parcels and buildings for possible sale, including 542 East Main Street, Riverhead, NY; and

WHEREAS, in order to evaluate possible sale, the Town seeks to issue a Request for Proposals for the sale of the subject property.

NOW, THEREFORE, BE IT RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached Request for Proposals for Sale of Real Property Located at 542 East Main Street, Riverhead, NY in the October 16, 2014 issue of the News Review newspaper; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Engineering Department, Purchasing Department, IT Department and the Office of Accounting; 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.

NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **December 9, 2014 at 11:05 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **SALE OF REAL PROPERTY LOCATED AT 542 EAST MAIN STREET, RIVERHEAD, NY (SCTM# 600-129-3-35.2)**.

Specifications and guidelines for submission of proposals are available on the Town website at www.townofriverheadny.gov click on bids or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **October 16, 2014**.

The Town is scheduling a **Mandatory Pre-Bid Meeting and Inspection for November 6, 2014 at 9:30 am**. The Mandatory Pre-Bid Meeting will be held at Town Hall Auditorium, 200 Howell Avenue, Riverhead, NY followed by inspection at the site, 542 East Main Street, Riverhead, New York. Note, the failure to attend the Mandatory Pre-Bid Meeting and Inspection will result in disqualification of the bidder. (See Bid Specifications "Instructions to Bidders").

Each proposal must be submitted in a sealed envelope clearly marked "**SALE OF REAL PROPERTY LOCATED AT 542 EAST MAIN STREET, RIVERHEAD, NY**". Proposals must be received by the Office of the Town Clerk by no later than **11:05 am on December 9, 2014**.

This RFP is not an offer or a binding commitment to Lease/Contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

**BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK**

TOWN OF RIVERHEAD

Resolution # 698

**AWARDS BID – CONTROL VALVE MAINTENANCE AND
REPAIR SERVICES CONTRACT– RIVERHEAD WATER DISTRICT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, this Town Board did authorize the advertisement for bids for control valve maintenance and repair services contract for the Riverhead Water District, and

WHEREAS, all bids received were opened and read aloud on the date and time advertised in the notice, and

WHEREAS, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated September 16, 2014 did recommend that the bid be awarded to Harper Haines Fluid Control, Inc. for the remainder of the 2014 and 2015 calendar year at the total bid price of \$47,782.23.

NOW, THEREFORE, BE IT RESOLVED, that the bid for control valve maintenance and repair services for the Riverhead Water District, be and is hereby awarded to:

Harper Haines Fluid Control, Inc.
Milford, Connecticut
In the bid amount of \$47,782.23

and be it further

RESOLVED, that the Town Board reserves the right to award additional years in its discretion as provided by the bid, and be it further

RESOLVED, that Harper Haines Fluid Control, Inc. shall post a bond in the amount of the total bid of \$47,782.23, and be it further

RESOLVED, that the Town Clerk forward certified copy of this resolution to the above named contractor, and be it further

RESOLVED, that the Town Clerk is hereby authorized to return to all unsuccessful bidders their respective bid security, and be it further

RESOLVED, that pursuant to this bid award, the Town Supervisor be and is hereby authorized to execute a contract with Harper Haines Fluid Control, Inc., and be it further

RESOLVED, that upon completion of fully executed contracts and the filing of

said contract with the Town Clerk, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted.



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747

tel 631.756.8000
fax 631.694.4122

September 16, 2014

Supervisor Sean Walter
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

Re: Riverhead Water District
Control Valve Maintenance and Repair Services
~~Contract # - Control~~
H2M Project No.: RDWD 14-50

Dear Supervisor Walter:

On Thursday August 28, 2014, the Riverhead Water District opened bids for control valve maintenance and repair services for the above referenced project. One (1) contractor submitted bids, with the low bid being submitted by Harper Haines Fluid Control, Inc. of Milford, Connecticut. The total bid price for 2015 is \$47,782.23, for 2016 is \$53,743.42 and for 2017 is \$59,513.80. A copy of the *bid tabulation* is enclosed for your records.

Harper Haines Fluid Control, Inc. has successfully completed similar work for various water utilities over the past few years. Harper Haines Fluid Control, Inc. has successfully performed similar work for the District in the past. Additionally, the bid prices submitted by them compare to projects similar in size and nature. It is our opinion that Harper Haines Fluid Control, Inc. is qualified and their bid prices are fair and reasonable. It should be noted that this contract is for system maintenance and emergency services.

The total bid amounts were used as means of selecting a low bidder. The actual construction value is unknown at this time and will depend on the number of maintenance and repair situations that occur during the year. Based on this, we recommend that the Town/District award the contract to Harper Haines Fluid Control, Inc. for the remainder of the 2014 and 2015 calendar year. The award for the years 2016 and 2017 shall be made separately prior to the start of the respective year at the discretion of the Town/District.

Should you have any questions or comments, please contact this office.

Very truly yours,

H2M architects + engineers

John R. Collins, P.E.

Enclosures:

cc: Councilman George Gabrielsen
Richard Ehlers, Esq.
Asst. Supt. Mark Conklin
William Rothaar, Financial Administrator

X:\RDWD (Riverhead Water District) - 10810\RDWD1450 - Retainer\Control Valve Services MC\Recommendation of Award_Cont C.docx

TOWN OF RIVERHEAD

Resolution # 699

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION
(Grangebel Park – Saturday, November 1, 2014)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on September 9, 2014, the Riverhead Business Improvement District Management Association submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at Grangebel Park, Riverhead, on Saturday, November 1, 2014; and

WHEREAS, the Riverhead Business Improvement District Management Association has requested the applicable Fireworks Permit Application fee be waived due to its not-for-profit status; 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 the fireworks company (Pyro Engineering, Inc., d/b/a Bay Fireworks) 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 the Riverhead Business Improvement District, for the purpose of conducting a fireworks display to be held at Grangebel Park, Riverhead, on Saturday, November 1, 2014 at 8:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Riverhead Fire Department who must be at the site prior to commencement of fireworks display.
- Scheduling a pre-event inspection with the Fire Marshal's Office to take place 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 Grangebel Park at the time previously scheduled with the Fire Marshal's Office 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 applicable Fireworks Permit Application fee is hereby waived 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 Riverhead Business Improvement District Management Association, 1 East Main Street, Suite 4, Riverhead, New York, 11901; Pyro Engineering, Inc., d/b/a Bay Fireworks, 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 # 700

AUTHORIZES BOW HUNTING FOR DEER ON TOWN PROPERTY AT ENTERPRISE PARK AT CALVERTON (SCTM No. 600-135-1-7.33, et al.); 1751 SOUND AVENUE, CALVERTON (SCTM No. 600-60-1-2); 437 YOUNGS AVENUE, RIVERHEAD (SCTM No. 600-80-2-6.1); MIDDLE ROAD, RIVERHEAD (SCTM No. 600-80-2-10.1), FROM OCTOBER 11, 2014, to DECEMBER 5, 2014, inclusive

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Wildlife Management Advisory Committee (WMAC) had previously requested permission to conduct a lottery to establish a list of qualified hunters to engage in bow hunting for deer only on Town property at Enterprise Park at Calverton, SCTM No. District 600, Section 135, Block 1, Lot 7.33, et al., (hereinafter referred to as "EPCAL"); 1751 Sound Avenue, Calverton, District 600, Section 60, Block 1, Lot 2, (hereinafter referred to as "SOUND"); 437 Youngs Avenue, Riverhead, SCTM No. 600-80-2-6.1 (hereinafter referred to as "YOUNGS"); Middle Road, Riverhead, SCTM No. 600-80-2-10.1 (hereinafter referred to as "MIDDLE") from October 6, 2014, to November 30, 2014, inclusive; and

WHEREAS, the Town Board of the Town of Riverhead previously authorized bow hunting for deer only by lottery to those qualified hunters who are Town of Riverhead residents and/or Town of Riverhead real property owners on Town property at EPCAL, SOUND, YOUNGS and MIDDLE from October 6, 2014, to November 30, 2014, inclusive, by resolution number 672-2014 (September 16, 2014); and

WHEREAS, the WMAC now requests that the Town Board amend Resolution #672-2014 solely regarding the dates of the bow hunting time period at the licensed premises from the previously approved time period of October 6, 2014, to November 30, 2014, to a new bow hunting time period from October 11, 2014, to December 5, 2014.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead authorizes the Wildlife Management Advisory Committee (WMAC) to conduct a lottery to establish a list of those qualified hunters who are either residents of the Town of Riverhead or Town of Riverhead real property owners who shall be permitted to hunt for deer only by bow in EPCAL, SOUND, YOUNGS and MIDDLE in designated sections and at designated time periods as determined by the WMAC, in conformance with applicable New York State law, rules and regulations, **from October 11, 2014 to December 5, 2014.**

BE IT FURTHER RESOLVED THAT, all other terms and conditions stated in Resolution #672-2014, with the exception of the new bow hunting time period addressed above, shall remain in full force and effect.

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage 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 # 701

**APPROVES THE CHAPTER 90 APPLICATION OF
COSTCO WHOLESALE #785
(Retail Sale of Christmas Trees to Warehouse Members)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on September 11, 2014, Gail E. Tusboi, on behalf of Costco Wholesale #785, submitted a Chapter 90 Application for the purpose of conducting a retail sale of Christmas trees to warehouse members, to be held on their property located at 1768 Old Country Road, Riverhead, New York, commencing on Saturday, November 1, 2014 and ending on Saturday, December 27, 2014, on the following days and times:

10:00 a.m. and 8:30 p.m., Monday through Friday
9:30 a.m. and 6:00 p.m., Saturday
10:00 a.m. and 6:00 p.m., Sunday; and

WHEREAS, Costco Wholesale #785 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.

WHEREAS, the applicable Chapter 90 Application fee has been paid.

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 Costco Wholesale #785 for the purpose of conducting a retail sale of Christmas trees to warehouse members to be held on their property located at 1768 Old Country Road, Riverhead, New York, commencing on Saturday, November 1, 2014 and ending on Saturday, December 27, 2014, on the aforementioned days and times, is hereby approved; and be it further

RESOLVED, should tent(s) be utilized, 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 obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; and be it further

RESOLVED, that an Outdoor Public Safety Plan shall be submitted to the Fire Marshal's office no later than October 23, 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 Clerk is hereby authorized to forward a copy of this resolution to Costco Wholesale #785, P.O. Box 35005, Seattle, WA, 98124, Attn: Licensing; 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 **TABLED**

TOWN OF RIVERHEAD

Resolution # 702

**RATIFIES THE APPROVAL OF THE CHAPTER 90 APPLICATION OF HOME DEPOT
DEVELOPMENT OF MARYLAND, INC.
(Tent Sale – October 6th, 2014 through November 20th, 2014)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on September 8, 2014, Andrew Carbone, on behalf of Home Depot Development of Maryland, Inc., submitted a Chapter 90 Application for the purpose of erecting a tent for the display and sale of rugs at the location of 1550 Old Country Road, Riverhead, New York, to be held on October 6th, 2014 through November 20th, 2014, between the hours of 6:00 a.m. and 10:00 p.m.; and

WHEREAS, Home Depot 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 Home Depot Development of Maryland, Inc. for the purpose of erecting a tent for the display and sale of rugs at the location of 1550 Old Country Road, Riverhead, New York, to be held on October 6th, 2014 through November 20th, 2014, between the hours of 6:00 a.m. and 10:00 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 Home Depot Development of Maryland, Inc., Attn: Suzanne Russo, 2455 Paces Fern Road, NW, Atlanta, Georgia, 30339 and Home Depot, Attn: Andrew Carbone, 1550 Old Country Road, 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 # 703

**AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF
BECHTEL COMMUNICATIONS INC.
(LIN Cellular at Cherry Creek Golf Course)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Bechtel Communications Inc. posted cash security in the sum of Three Thousand Dollars (\$3,000.00) representing 5% site plan security for the installation of cell antennas and related equipment cabinet upon real property located at Cherry Creek Golf Course, 900 Reeves Avenue, Riverhead, New York, further described as Suffolk County Tax Map #0600-18-2-1.3, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, it has been determined that construction has been completed to the Building Department's satisfaction resulting in the issuance of Certificate of Occupancy #20894 and that the Planning Department is satisfied with the completed site improvements.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned site plan security in the sum of \$3,000.00; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Bechtel Communications Inc., 5275 Westview Drive, Frederick, MD, 21703; 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 # 704

GRANTS EXPORTATION/LAND CLEARING PERMIT TO KNIGHTLAND, INC. AS PROVIDED BY CHAPTER 62 ENTITLED "EXCAVATIONS" OF THE RIVERHEAD TOWN CODE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Knightland Inc., is the owner of the subject property located at the easterly corner of Route 25A and Sound Avenue, Wading River, New York, also known as Suffolk County Tax Map #600-075-2-13.3 (the "premises"); and

WHEREAS, Kenny Barra, as a partner in Knightland Inc., has petitioned the Town Board for an exportation/land clearing permit pursuant to Chapter 62 of the Riverhead Town Code for the exportation of 1,850 cubic yards of soil in connection with the construction of a new restaurant building; and

WHEREAS, the owner's Engineer, Angelo S. Nicosia, P.E., has submitted a letter dated September 24, 2014, indicating a total of 1,850 cubic yards is to be exported from the subject premises, and such removal of material shall be supported by a manifest from the owner and approved by the Town of Riverhead Building Department; and

WHEREAS, the Town Board has reviewed and considered the application for the aforementioned exportation/land clearing permit.

NOW THEREFORE BE IT RESOLVED, that based upon the foregoing, the Town Board hereby grants the exportation/land clearing permit requested by the owner. Such exportation/land clearing permit shall authorize the exportation of not more than 1,850 cubic yards of soil, in accordance with the application and calculations of Angelo S. Nicosia, P.E., pursuant to and in accordance with a site plan survey submitted with the application for an exportation/land clearing permit, dated February 10, 2012; and be it further

RESOLVED, that the Building Department is hereby authorized to accept and collect an exportation/land clearing permit fee in the amount of \$3,700.00, representing \$2.00 per cubic yard for the exportation of said soils, in addition to a permit fee of \$100.00, to be paid concurrently with the issuance of a building permit; and be it further

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

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

RESOLVED, that upon the conclusion of the exportation/land clearing operations, the owner's engineer will provide certification to the Building Department confirming the total of 1,850 cubic yards of soil was removed from the property; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, Riverhead, NY, 11901 and Knightland Inc., 5720 Route 25A, Wading River, NY, 11792; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted.

TOWN OF RIVERHEAD

Resolution # 705

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the October 16, 2014 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted.

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC
HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town at Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 5th day of November, 2014 at 2:20 o'clock p.m. to amend Chapter 108, entitled "Zoning" of the Riverhead Town Code.

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

CHAPTER 108

Zoning

Article XIII: Supplementary Use Regulations

§ 108-64 Prefabricated dwellings.

No building or other structure which is prefabricated or which is constructed, manufactured, built or fabricated at a place other than the site on which it is to be located or used shall be used as a dwelling, except in a mobile home park or travel trailer park and except as an agricultural dwelling under § 108-64.4 of this chapter, unless:

- A. It complies with the provisions of the laws, ordinances, rules and regulations of all governmental entities having jurisdiction over the subject property.
- B. It is affixed to the site by means of a permanent foundation.

~~C. It shall have been authorized by a special permit of the Board of Appeals as hereinafter provided in § 108-76 of this chapter. In the case of a petition for a special permit for prefabricated dwelling(s) relating to a filed subdivision map, the Zoning Board of Appeals may approve any number of special permits for structures to be constructed upon lots within the subject subdivision subsequent to a single petition and hearing, provided that the appropriate filing fee has been collected for each lot to receive a special permit.~~

D. ~~C.~~ It is a temporary trailer (prefabricated dwelling). Notwithstanding Subsections A through ~~C~~ B above, there shall be permitted the installation of a trailer (prefabricated dwelling) in which a family or individuals may live in a residential or agricultural zone under the following circumstances:

- (1) The trailer (prefabricated dwelling) must be for the temporary use and occupation of an individual or group of individuals whose residence has either been so damaged by fire or by some act of God as to render the residence uninhabitable or whose principal residence is being remodeled on a property utilized for agriculture.

- (2) The trailer (prefabricated dwelling) must be placed on the same lot as the house which is being rebuilt or on a contiguous parcel with the owner's consent.
- (3) A permit shall be obtained from the Building Department within 72 hours of placing the trailer (prefabricated dwelling) on a lot. The fee for the permit shall be \$50.
- (4) A certificate of occupancy shall be obtained from the Building Department within 21 days of placing the trailer (prefabricated dwelling) on a lot.
- (5) Such trailer shall be permitted to remain on a lot for six months with one six-month extension upon application to the Zoning Board of Appeals. No further extensions are permitted and it shall be mandatory that the trailer be removed at the end of the time permitted. If the trailer is not removed, there shall be a fine of \$15 per day on the owner of the trailer for each day that it remains beyond the time limit. If the trailer remains in violation for more than 10 days, the Building and Zoning Administrator or Building Inspector or his representative may, after notifying the owner of said trailer in person or by letter, return receipt requested, cause the trailer to be removed. The expense of such removal and any storage charges resulting shall be paid by the owner of the trailer, and, if said cost is not paid within 10 days of notification to the owner, the Building and Zoning Administrator may advertise the public sale of the trailer (prefabricated dwelling) in the official paper of the Town and sell it to the highest bidder. The moneys realized from the sale shall be applied to any fines outstanding and to reimburse the Town for any expense incurred in moving and storing the trailer (prefabricated dwelling). If there shall be any excess, it shall be remitted to the former owner of the trailer (prefabricated dwelling).

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

Dated: Riverhead, New York
October 7, 2014

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 706

AUTHORIZES THE SUPERVISOR TO ISSUE A LETTER TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES ALLOWING THE USE OF PINE BARRENS CREDITS WHICH ORIGINATED FROM PROPERTY LOCATED IN TOWN OF RIVERHEAD

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Pine Barrens credits issued by the Central Pine Barrens Joint Planning and Policy Commission from properties within the Towns of Brookhaven, Riverhead and Southampton may be used interchangeably within the Towns provided that both Towns authorize said use; and

WHEREAS, LKG Port Jefferson, LLC wishes to increase the available sanitary density for premises in the Town of Brookhaven by using 6.0 Pine Barrens credits under Pine Barrens Certificate #0600-107 originating from property located in the Town of Riverhead (Suffolk County Tax Map #0600-075.00-03.00-010.003); and

WHEREAS, the Town of Brookhaven has authorized said transfer.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to issue a letter in substantially the same form as attached to the Suffolk County Department of Health Services approving the use of 6.0 credits under said Riverhead Pine Barrens credit(s) on premises located at NYS Route 347, Port Jefferson, New York, further described as Suffolk County Tax Map No. 0200-182.00-03.00-001.000; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward copies of this resolution to Keith Archer, Esq., Harras Bloom & Archer LLP, 445 Broadhollow Road, Suite 127, Melville, New York 11747; the Planning Department and the Office of the Town Attorney.

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

Sean M. Walter, Town Supervisor

200 Howell Avenue, Riverhead, NY 11901
Tel: (631) 727-3200 / Fax: (631) 727-6712
www.townofriverheadny.gov

October 7, 2014

Suffolk County Department of Health Services
Office of Wastewater Management
360 Yaphank Avenue, Suite 2C
Yaphank, New York 11980

Attn: Walter Hilbert

Re: LKG Port Jefferson, LLC
NYS Route 347, Port Jefferson, New York
Suffolk County Tax Map #0200-182.00-03.00-001.000

Dear Mr. Hilbert:

This shall confirm that the Town Board of the Town of Riverhead consents to the use of not more than 6.0 Town of Riverhead Pine Barrens Credits (PBC Certificate #0600-107) to enhance the available sanitary density on properties known as NYS Route 347, Port Jefferson, New York and bearing Suffolk County Tax Map Nos. 0200-182.00-03.00-001.000 of which Nassau County Council Boy Scouts of America, Incorporated are the certificate holder.

Kindly contact this office with any questions you may have.

Very truly yours,

Sean M. Walter
Supervisor

TOWN OF RIVERHEAD

Resolution # 707

**AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF
NEW YORK SMA INC. D/B/A NEXTEL COMMUNICATIONS INC.
(Cherry Creek Golf Course)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, pursuant to Riverhead Town Board Resolution #44, dated January 18, 2005, the Law Firm of Mulley, Meade, Nielsen and Re´, as attorneys for New York SMA Inc. d/b/a Nextel Communications, posted cash security in the sum of Two Thousand Dollars (\$2,000.00) representing 5% site plan security for the installation of three sets of cell antennas and related equipment cabinet upon real property located at Cherry Creek Golf Course, 900 Reeves Avenue, Riverhead, New York, further described as Suffolk County Tax Map #0600-18-2-1.3, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, it has been determined that construction has been completed to the Building Department’s satisfaction resulting in the issuance of Certificate of Occupancy #20482 and that the Planning Department is satisfied with the completed site improvements.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned site plan security in the sum of \$2,000.00; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Re´, Nielsen, Huber & Coughlin, LLP, (f/k/a Mulley, Meade, Nielsen and Re´), 36 N. New York Avenue, Huntington, NY 11743; 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 # 708

**AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF
TRW PROPERTIES LLC**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, TRW Properties LLC, posted cash security in the sum of Five Thousand Nine Hundred and Forty Dollars (\$5,940.00) representing 5% site plan security for improvements to be completed at 1800A Old Country Road, Riverhead, New York, further described as Suffolk County Tax Map #0600-119-1-5.1, pursuant to Section 108-133 (l) of the Riverhead Town Code; and

WHEREAS, it has been determined that construction has been completed to the Building Department's satisfaction resulting in the issuance of Certificate of Occupancy #22151 and that the Planning Department is satisfied with the completed site improvements.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned site plan security in the sum of \$5,940.00; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to TRW Properties LLC, 1800 Old Country Road, 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 # 709

AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF YODA, INC.

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Yoda, Inc. posted cash security in the sum of Two Thousand Dollars (\$2,000.00) representing 5% site plan security for the construction of a motor vehicle sales facility upon real property located at 1521 Old Country Road, Riverhead, New York, further described as Suffolk County Tax Map #0600-101-2-18.1, pursuant to Section 108-133 (l) of the Riverhead Town Code; and

WHEREAS, it has been determined that construction has been completed to the Building Department's satisfaction resulting in the issuance of Certificate of Occupancy #18516 and that the Planning Department is satisfied with the completed site improvements.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned site plan security in the sum of \$2,000.00; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Yoda, Inc., 101 W. 55th Street, New York, New York, 10019; 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 # 710

**AUTHORIZES THE RELEASE OF A SITE PLAN SECURITY OF
STONELEIGH WOODS AT RIVERHEAD LLC**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Stoneleigh Woods at Riverhead, LLC, posted cash security in the amount of Six Thousand Three-Hundred and Sixty Dollars (\$6,360.00) for a foundation permit for Building #16 located at Stoneleigh Drive, Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-82.5-1, 2, 3 and 4, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, the Building Department, accepted and approved the associated building permit applications, resulting in the issuance of Permit #'s ZB36332, ZB37934, ZB37016 and ZB37017, for the construction of Building #16 consisting of Units #1601, 1602, 1603 and 1604, located within the condominium project.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of cash security in the sum of Six Thousand Three-Hundred and Sixty Dollars (\$6,360.00); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Stoneleigh Woods at Riverhead, LLC, P.O. Box 1442, 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 # 711

RATIFIES AGREEMENT BETWEEN COSTCO WHOLESALE CORPORATION AND THE TOWN OF RIVERHEAD IN CONNECTION WITH GRAND OPENING

(Utilize parking police personnel and police cars)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby ratifies the terms and conditions of the Agreement in substantially the form attached between the Town of Riverhead and Costco Wholesale Corporation (Costco) in connection with the utilization of Town of Riverhead police officers and patrol cars; and be it further

RESOLVED, that the Supervisor, be and hereby, is authorized to execute the Agreement in substantially the form attached; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to _____, Costco, _____, Police Department and Office of the 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 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

**AGREEMENT
BETWEEN TOWN OF RIVERHEAD
AND
COSTCO WHOLESALE CORPORATION
FOR UTILIZATION OF TOWN OF RIVERHEAD
POLICE PERSONNEL & POLICE VEHICLES**

This Contract is made and entered into as of this _____ day of October, 2014 by and between Costco Wholesale Corporation, a corporation existing under laws of the State of _____, having its corporate offices at 999 Lake Drive, Issaquah, WA 98027 (“Costco”) and the Town of Riverhead, a municipal corporation with offices located at 200 Howell Avenue, County of Suffolk and State of New York:

WHEREAS, Costco operates a warehouse location at 1768 Old Country Road (CR 58), Riverhead, New York; and

WHEREAS, during the grand opening, Costco utilized the Town of Riverhead Police Department for the purposes of traffic control and for associated purposes; and

WHEREAS, the Town of Riverhead agreed to provide police personnel and police vehicles for the above referenced purposes on June 25, 2014, June 26, 2014, June 27, 2014 and June 28, 2014; and

WHEREAS, Costco agreed to reimbursement to the Town of Riverhead for the use of the police vehicles and personnel of the Riverhead Police Department;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree to ratify the terms and conditions of the foregoing, as follows:

1. Use of Personnel & Vehicles: The Town of Riverhead, acting through its Police Department provided Costco with such police personnel and

vehicles as deemed needed during the grand opening commencing on June 25, 2014 and continuing through and including June 28, 2014 at 1768 Old Country Road, Riverhead, New York. The aforementioned police personnel and vehicles were provide to Costco for traffic control and associated purposes.

Costco agrees that it may not use any images of the police personnel and/or the police vehicles.

2. Compliance With Laws: Costco, agrees at all times comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the Property.

3. Compensation: In consideration of the police personnel and police provided from June 25, 2104 to June 28, 2014, Costco agrees that it will pay the Town \$4,859.96 for the utilization of police personnel and \$10.00 per hour for the utilization of a police vehicle. Costco agrees to pay to the order of the "Town of Riverhead" the sum of \$5,304.96 for the police officers and police vehicles that were provided. This sum shall be made payable to the Town of Riverhead and shall be paid at the time Costcosigns this Agreement.

4. Responsibilities of Costco: Subject to the terms of this Agreement, Costco agrees that it was responsible for carrying out the grand opening ceremonies and that it had exclusive control of all operations associated with the grand opening and related activities of the Riverhead warehouse location, including without limitation, cleanup and maintenance efforts of the premises.

5. Insurance and Indemnification: Costco agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with the videotaping and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Costco and its employees, agents, representatives and concessionaires, of the Property except to the extent caused by the negligence or willful misconduct by the Town of Riverhead. With respect to any suit or claim by Town of Riverhead whether under this indemnification provision or otherwise, Costco for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable outside attorneys fees incurred by the Town securing compliance with the provision of this indemnification agreement.

6. Successors and Assigns: This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

7. Entire Agreement: This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

In Witness Whereof, Costco Wholesale Corporation has caused this instrument to be signed in its corporate name and Town of Riverhead has caused this instrument to be signed in its municipal name by Sean M. Walter, its Supervisor, hereunto duly authorized, as of the day and the year first above written.

Costco Wholesale Corporation

By: _____
Name:

The Town of Riverhead

By: _____
Name: Sean M. Walter, Supervisor

TOWN OF RIVERHEAD

Resolution # 712

**AUTHORIZING WAIVER OF 30 DAY NOTIFICATION REQUIRED
BY THE NEW YORK STATE LIQUOR AUTHORITY**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Danielle Sessa d/b/a Danielle’s Catering Corp., 512 Pulaski Street, Riverhead, New York intends to apply for a liquor/wine/beer application for 512 Pulaski Street, Riverhead, New York; and

WHEREAS, pursuant to Alcohol Beverage Control Law §110-b, an applicant must give the municipality thirty (30) days’ notice of the pending liquor license application unless the municipality consents to waive this thirty (30) day requirement; and

WHEREAS, John Springer, as agent for Danielle Sessa d/b/a Danielle’s Catering Corp.has requested that the Town waive the thirty (30) day notification required by the New York State Liquor Authority in an effort to expedite the application for the liquor license to Danielle Sessa d/b/a Danielle’s Catering Corp. from the New York State Liquor Authority; now therefore be it

RESOLVED, that the Town Board of the Town of Riverhead, be and hereby offers no objection to and waives the thirty (30) day notice period in regard to application by Danielle Sessa d/b/a Danielle’s Catering Corp. for a liquor/wine/beer license from the New York State Liquor Authority, allowing to expedite submission of the liquor license application; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to John Springer, My Liquor License Guy, 52 Horizon View Drive, Farmingville, New York 11738; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the town’s 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 - ABSTAIN

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 713

**AUTHORIZES THE USE OF THE HENRY PFEIFER COMMUNITY CENTER FOR
NO COST SPAY AND NEUTER SERVICES FOR RESIDENTS OF THE
TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the North Fork Animal Welfare League (NFAWL) is the recipient of a grant from Long Island Community Foundation, All for the East End; and

WHEREAS, this grant was requested for and has been awarded specifically for no cost spay and neuter services for residents of the Town of Riverhead; and

WHEREAS, the NFAWL will partner with the Southampton Animal Shelter Foundation's mobile unit to provide these services; and

WHEREAS, the NFAWL requests the use of the Henry Pfeifer Community Center on October 29, 2014 and October 30, 2014 to provide support services for the mobile unit, including administrative services and acute recovery with no overnight housing of the animals.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes NFAWL's use of the Henry Pfeifer Community Center on October 29th and October 30th from 7:00 am until 4:00 pm for no cost spay and neuter services for Town of Riverhead residents, with a maximum of fifty surgeries being performed each day; and be it

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Gillian Pultz, Executive Director, North Fork Animal Welfare League, 532 Youngs 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 # 714

**RATIFIES AGREEMENT BETWEEN TANGER FACTORY OUTLET CENTERS, INC.
AND THE TOWN OF RIVERHEAD IN CONNECTION WITH LABOR DAY SALES**

(Utilize Parking Police Personnel and Police Cars)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby ratifies the terms and conditions of the Agreement in substantially the form attached between the Town of Riverhead and Tanger Factory Outlet Centers, Inc. in connection with the utilization of Town of Riverhead police officers and patrol cars; and be it further

RESOLVED, that the Supervisor, be and hereby, is authorized to execute the Agreement in substantially the form attached; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Janine Nebons, General Manager, Tanger Factory Outlet Centers, Inc., 200 Tanger Mall Drive, Riverhead, New York 11901, Police Department and Office of the 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 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.

**AGREEMENT
BETWEEN TOWN OF RIVERHEAD
AND
THE TANGER OUTLET CENTER
FOR UTILIZATION OF TOWN OF RIVERHEAD
POLICE PERSONNEL & POLICE VEHICLES**

This Contract is made and entered into as of this _____ day of October, 2014 by and between Tanger Factory Outlet Centers, Inc., a corporation existing under laws of the State of _____, having a principal place of business at 3200 Northline Avenue, Suite 360, Greensboro, North Carolina 27408 (“Tanger”) and the Town of Riverhead, a municipal corporation with offices located at 200 Howell Avenue, County of Suffolk and State of New York:

WHEREAS, Tanger operates an Outlet Center at 200 Tanger Mall Drive, Riverhead, New York (the “Outlet Center”); and

WHEREAS, during Labor Day weekend, Tanger notified the Town that it required personnel from Town of Riverhead Police Department for the purposes of traffic control and for associated purposes at the Outlet Center; and

WHEREAS, the Town of Riverhead, acting through its Police Department did provide police personnel and patrol cars for such purposes commencing on August 30, 2014 and continuing to and including September 1, 2014; and

WHEREAS, the parties agreed to terms under which it will be granted the use of said patrol cars and personnel of the Riverhead Police Department;

NOW THEREFORE, in consideration of the mutual covenants

hereinafter set forth, the parties agree to ratify the terms, as follows:

1. Use of Police Personnel & Cars:The Town of Riverhead, acting through its Police Department, in consideration of payment from Tanger, provided police personnel and patrol cars commencing on August 30, 2014 and continuing to and including September 1, 2014 for the aforementioned purposes.

Tanger agrees that it may not use any images of the police personnel and/or the police vehicles.

2. Compliance With Laws:Tanger, agrees at all times comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the Property.

3. Compensation: In consideration of the police personnel and patrol cars which provided for traffic control and related purposes at the Outlet Center, shall pay the Town \$6,908.11 for the utilization of police personnel and \$10.00 per hour for the utilization of a police vehicle. Tanger shall pay a sum of \$7,628.11 for utilization of police officers and police vehicles. This sum shall be made payable to the Town of Riverhead and shall be paid at the time Tanger signs this Agreement.

4. Responsibilities of Tanger: Subject to the terms of this Agreement, Tanger acknowledges and agrees that Tanger is responsible for carrying out and shall have exclusive control of all operations associated with the Labor Day sales and related activities at the Outlet Center, including without limitation, the cleanup and maintenance.

5. Insurance and Indemnification: Tanger agrees to indemnify and

hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with the Labor Day sales, traffic control and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Tangerand its employees, agents, representatives and concessionaires, of the Property except to the extent caused by the negligence or willful misconduct by the Town of Riverhead. With respect to any suit or claim by Town of Riverhead whether under this indemnification provision or otherwise, Tanger Outlet Center for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable outside attorneys fees incurred by the Town securing compliance with the provision of this indemnification agreement.

6. Successors and Assigns: This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

7. Entire Agreement: This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

In Witness Whereof, TangerFactory Outlet Centers, Inc. has caused this instrument to be signed in its corporate name and Town of Riverhead has caused this instrument to be signed in its municipal name by Sean M. Walter, its Supervisor, hereunto duly authorized, as of the day and the year first above written.

TangerFactory Outlet Centers, Inc.

By: _____
Name:

The Town of Riverhead

By: _____
Name: Sean M. Walter, Supervisor

TOWN OF RIVERHEAD

Resolution # 715

**AUTHORIZES THE SUPERVISOR TO ISSUE A LETTER TO STR SYSTEMS NY, LLC
PURSUANT TO SECTION 487 OF THE REAL PROPERTY TAX LAW**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by correspondence dated September 24, 2014, Peter S. Danowski, Jr., Esq., as agent for STR Systems NY, LLC (“STR”), gave Notice under Real Property Tax Law (“RPTL”) Section 487 of the intent to construct a solar energy generating facility upon real property located on Middle Country Road, Calverton, New York 11933, also known and designated as SCTM # 0600-117.00-02.00-009.002 (the “premises”); and

WHEREAS, the Town Board wishes to require that STR enter into a contract for payments in lieu of taxes (PILOT); and

WHEREAS, in accordance with RPTL § 487, the Town Board desires that the Supervisor issue a letter giving STR notice of the intent by the Town of Riverhead to require that a PILOT agreement be entered into between the Town of Riverhead and STR.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to issue a letter in substantially the same form as attached to Peter S. Danowski, Jr., as agent for STR giving notice of intention to require that STR enter into a contract for payments in lieu of taxes regarding construction of a solar energy generating facility upon real property located on Middle Country Road, Calverton, New York 11933, also known and designated as SCTM # 0600-117.00-02.00-009.002; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward copies of this resolution to Peter S. Danowski, Jr., Esq., Law Offices of Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, Riverhead, New York 11901; the Financial Administrator; the Board of Assessors; Receiver of Taxes; and the Office of the Town Attorney.

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

alter, Town Supervisor

200 Howell Avenue, Riverhead, NY 11901
Tel: (631) 727-3200 / Fax: (631) 727-6712
www.townofriverheadny.gov

October 7, 2014

Peter S. Danowski, Jr., Esq.
Law Offices of Peter S. Danowski, Jr.
616 Roanoke Avenue
Riverhead, New York 11901

Re: Notification Under RPTL 487
Project Name: STR Systems NY, LLC
Property Location: Middle Country Raod, Calverton New York
Suffolk County Tax Map #0600-117.00-02.00-009.002

Dear Mr. Danowski:

Pursuant to Town Board resolution # _____, adopted on October 7, 2014, this serves to give written notice of the intention of the Town Board of the Town of Riverhead to require STR Systems NY, LLC to enter into a contract for payments in lieu of taxes (PILOT) regarding project contemplating the construction of a solar generating facility upon above referenced premises at Middle Country Road, Calverton, New York 11933.

Kindly contact this office with any questions you may have.

Very truly yours,

Sean M. Walter
Supervisor

TOWN OF RIVERHEAD

Resolution # 716

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-10. Parking prohibited. – Pulaski Street)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the October 16, 2014 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

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

THE VOTE

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted.

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 5th day of November, 2014 at 2:15 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
Vehicles and Traffic
ARTICLE V
Parking, Standing and Stopping

§ 101-10. Parking prohibited.

The parking of vehicles is hereby prohibited in the locations as follows:

Name of Street	Side	Location
Pulaski Street	North	Between Marcy Avenue and Sweezy Avenue during church Services at St. Isidore's Church, except funeral services <u>Between Marcy Avenue and Sweezy Avenue, with the exception of funeral or wedding services held at St. Isidore's Church</u>

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

Dated: Riverhead, New York
October 7, 2014

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 717

**APPOINTS AN AUTOMOTIVE EQUIPMENT OPERATOR
TO THE SANITATION DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Section 71 termination of an employee in the Sanitation Department has necessitated the hiring of an Automotive Equipment Operator to operate vehicles requiring a Commercial Driver's License and to perform other manual work as required within the department; and

WHEREAS, in accordance with the CSEA contract, this position was duly posted for, Job Posting #8, duly advertised, interviews were conducted, and consequently, a recommendation of a suitable candidate has been made by the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that effective on October 8, 2014 this Town Board hereby appoints Frederick Marsland to the position of Automotive Equipment Operator as found on Group 6, Step 3A of the Operational and Technical Salary Schedule.

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

Resolution #718

AUTHORIZES THE SUPERVISOR TO EXECUTE A CONTRACT FOR PAYMENTS IN LIEU OF TAXES (PILOT) WITH SPOWER, SUCCESSOR IN INTEREST

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, sPower, successor in interest is a contract-vendee of real property known as 194 Edwards Avenue, Calverton, New York 11933, also known and designated as SCTM # 0600-137.00-01.00-032.001 (the “premises”); and

WHEREAS, sPower, successor in interest is an independent power producer which owns and operates utility and electric generation systems across the United States; and

WHEREAS, by correspondence dated September 17, 2014, Christopher E. Kent, Esq., as agent for sPower Solar, successor in interest (“sPower, successor in interest”), gave Notice under Real Property Tax Law (“RPTL”) Section 487 of the intent to construct a PV electric generating facility having a rated capacity of about 6,300 net kilowatts upon the premises; and

WHEREAS, under RPTL § 487, the Town Board did determine that sPower, successor in interest be required to execute an agreement for payments in lieu of taxes (PILOT); and

WHEREAS, negotiations have taken place between the Town of Riverhead and sPower, successor in interest regarding a PILOT agreement; and

WHEREAS, the Town of Riverhead and sPower, successor in interest have reached an agreement for payments in lieu of taxes (PILOT).

NOW THEREFORE BE IT RESOLVED, the Town Board, be and hereby authorizes the Supervisor to execute an agreement for payments in lieu of taxes (PILOT) between the Town of Riverhead and sPower, successor in interest in an form acceptable to the Town Attorney; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward copies of this resolution to Christopher E. Kent, Esq., Farrell Fritz, P.C., 100 Motor Parkway, Suite 138, Hauppauge, New York 11788; Sterlington Greenworks LLC, 2 Embarcadero Center, Suite 410, San Francisco, CA 94123; the Financial Administrator; the Board of Assessors; Receiver of Taxes; the Riverhead Central School District and the Office of the Town Attorney.

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 # 719

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #14-36 September 18, 2014 (TBM 10/7/14)			
			Grand
Fund Name	Fund #	Ckrun Total	Totals
GENERAL FUND	001	1,392,824.45	1,392,824.45
POLICE ATHLETIC LEAGUE	004	805.80	805.80
RECREATION PROGRAM FUND	006	23,879.36	23,879.36
HIGHWAY FUND	111	164,916.21	164,916.21
WATER DISTRICT	112	89,081.95	89,081.95
RIVERHEAD SEWER DISTRICT	114	170,375.20	170,375.20
REFUSE & GARBAGE COLLECTION	115	217,256.70	217,256.70
STREET LIGHTING DISTRICT	116	13,336.04	13,336.04
EAST CREEK DOCKING FACILITY	122	2,355.03	2,355.03
CALVERTON SEWER DISTRICT	124	5,170.72	5,170.72
RIVERHEAD SCAVENGER WASTE D	128	63,044.48	63,044.48
RISK RETENTION FUND	175	57,820.33	57,820.33
CDBG CONSORTIUM ACCOUNT	181	69.00	69.00
TOWN HALL CAPITAL PROJECTS	406	20	20
TRUST & AGENCY	735	1,265,001.84	1,265,001.84
CALVERTON PARK - C.D.A.	914	36,284.46	36,284.46
TOTAL ALL FUNDS		3,502,241.57	3,502,241.57

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 # 719

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

ABSTRACT #14-37 October 2, 2014 (TBM 10/7/14)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	983,407.11	983,407.11
POLICE ATHLETIC LEAGUE	4	10,762.09	10,762.09
RECREATION PROGRAM FUND	6	11,122.55	11,122.55
HIGHWAY FUND	111	362,715.99	362,715.99
WATER DISTRICT	112	106,943.43	106,943.43
RIVERHEAD SEWER DISTRICT	114	45,652.21	45,652.21
REFUSE & GARBAGE COLLECTION DI	115	214,959.45	214,959.45
STREET LIGHTING DISTRICT	116	8,057.92	8,057.92
PUBLIC PARKING DISTRICT	117	43.21	43.21
AMBULANCE DISTRICT	120	3,487.54	3,487.54
EAST CREEK DOCKING FACILITY FU	122	1,745.81	1,745.81
CALVERTON SEWER DISTRICT	124	2,340.28	2,340.28
RIVERHEAD SCAVENGER WASTE DIST	128	25,163.02	25,163.02
WORKERS' COMPENSATION FUND	173	62,686.43	62,686.43
WATER DISTRICT CAPITAL PROJECT	412	14,410.68	14,410.68
RIVERHEAD SEWER CAPITAL PROJEC	414	126,525.94	126,525.94
TRUST & AGENCY	735	1,021,535.67	1,021,535.67
CALVERTON PARK - C.D.A.	914	565.00	565.00
		3,002,124.33	3,002,124.33

THE VOTE

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

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted.