

RESOLUTION LIST

NOVEMBER 17, 2015

- Res. #783 Adopts a Local Law to Override the Tax Levy Limit Established by and Set Forth in Article Two §3-C of the General Municipal Law**
- Res. #784 Authorizes Amendment to 2016 General Fund Preliminary Budget**
- Res. #785 2008 Traffic Calming & Sidewalk Improvement Capital Project Budget Adjustment**
- Res. #786 Adopts Grant Policy for the Town of Riverhead**
- Res. #787 Riverhead Ambulance District Budget Adjustment**
- Res. #788 EPCAL Sewer Upgrade Project #20042 Budget Adjustment**
- Res. #789 Riverhead Central School District Water Capital Project #30128 Budget Adjustment**
- Res. #790 Riverhead Police Athletic League Budget Adjustment**
- Res. #791 Stoneleigh Retirement Community – Phase IV Water Ext. Capital Project Budget Adjustment**
- Res. #792 Authorizes the Release of Foundation Securities for Stoneleigh Woods at Riverhead, LLC – Phase 4**
- Res. #793 Approves Execution and Submission of Grant Application to Suffolk County for Fiscal Year 2016 Community Development Block Grant Funds**
- Res. #794 Authorizes Attendance of Judge Elect at Training (Lori M. Hulse)**
- Res. #795 Appoints a Provisional Principal Accountant (Angelika Strahmann)**
- Res. #796 Terminates the Employment of a Maintenance Mechanic I in the Buildings and Grounds Division of the Town Engineer’s Department (Joe Ortiz)**
- Res. #797 Ratifies Reappointment of Member to the Town of Riverhead Ethics Board (Jeanmarie Costello)**
- Res. #798 Adopts a Local Law Amending Chapter 46 Entitled “Alcoholic Beverages” of the Riverhead Town Code**

- Res. #799** Authorizes the Supervisor to Execute an Agreement with County of Suffolk Office for the Aging (AAA Transportation Program)
- Res. #800** Releases One-Year Maintenance Security of Edward Carrera in Connection with the Subdivision Known as “Edward Carrera at Old Field Court”
- Res. #801** Appoints the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to Act as Special Counsel in the Civil Action Entitled T-Mobile Northeast LLC v. Riverhead Water District and Authorizes the Supervisor to Execute a Retainer Agreement
- Res. #802** Appoints the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to Act as Special Counsel in the Civil Action Entitled Metro PCS New York, LLC v. Riverhead Water District and Authorizes the Supervisor to Execute a Retainer Agreement
- Res. #803** Approves Chapter 90 Application of Riverhead Adventures, LLC (5K Trail Run at EPCAL Veterans Memorial Park – Saturday, June 4th, 2016)
- Res. #804** Approves Chapter 90 Application of Riverhead Adventures, LLC (5K Trail Run at EPCAL Veterans Memorial Park – Saturday, September 17th, 2016)
- Res. #805** Resolution to Change Town Board Meeting Time
- Res. #806** Town Board Authorization for Office of Town Attorney to Proceed with Sale of Building Located at 542 East Main Street, Riverhead, NY (SCTM #600-129-3-35.2)
- Res. #807** Authorizes Extension of Time to Remit Real Property Taxes for Senior Citizens Receiving Enhanced Star Pursuant to Section 425 or Section 467 of NYS RPTL
- Res. #808** Awards Bid for Calcium Hypochlorite Tablets for Use in the Riverhead Water District
- Res. #809** Adopts Town of Riverhead 2016 Annual Budget
- Res. #810** Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101 “Vehicles & Traffic” of the Riverhead Town Code (§101-13. Parking time limited. D. Three hours.)
- Res. #811** Appoints a Recreation Aide to the Recreation Department (Faith Johnson-DeSilvia)
- Res. #812** Pays Bills

TOWN OF RIVERHEAD

Resolution # 783

ADOPTS A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED BY AND SET FORTH IN ARTICLE TWO §3-C OF THE GENERAL MUNICIPAL LAW

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 adopting a Local Law to Override the Tax Levy Limit established in General Municipal Law §3-c; and

WHEREAS, a public hearing was held on the 20th day of October 2015 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a Local Law to Override the Tax Levy Limit established in General Municipal Law §3-c is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a Local Law to Override the Tax Levy Limit established by and set forth in General Municipal Law §3-c at its meeting held on October 20, 2015. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED BY AND
SET FORTH IN GENERAL MUNICIPAL LAW § 3-c**

Section 1. Legislative Intent

It is the intent of this Local Law to allow the Town of Riverhead to override the limit on the amount of real property taxes that may be levied by the Town of Riverhead, Suffolk County, New York pursuant to General Municipal Law § 3-c and to allow the Town of Riverhead, Suffolk County, New York to adopt a town budget for town purposes and any other special or improvement districts governed by the town board for the fiscal year 2016 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

The Town of Riverhead is dependent upon the real property tax to fund town services and the Town does not have the authority to raise sales taxes or income taxes. The non-property tax revenues, sales taxes and New York State Aid to Municipality ("AIM") payments are subject to market fluctuations and the ability of federal, state and local governments to share revenue with the Town of Riverhead. While the Town of Riverhead has made significant efforts to reduce spending in an effort to avoid piercing the tax levy limit, the decline in revenue and depletion of available fund balance reserves in the general fund, together with the potential increase in costs to provide town services and fund town operations for 2016 will likely require adoption of a budget in excess of the tax levy limit.

Section 2. Authority

This local law adopted pursuant General Municipal Law § 3-c (5) which expressly authorizes a local government's governing body to override the tax levy limit by the adoption of a local law approved by a vote of sixty percent (60%) of the Town Board.

Section 3. Tax Levy Limit Override

The Town Board of the Town of Riverhead, County of Suffolk, is hereby authorized to adopt a budget for the fiscal year 2016 that requires a real property tax levy in excess of the limit established by and set forth in General Municipal Law § 3-c.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, form or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State.

Dated: Riverhead, New York
October 20, 2015

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

TOWN OF RIVERHEAD

Resolution # 784

AUTHORIZES AMENDMENT TO
2016 GENERAL FUND
PRELIMINARY BUDGET

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Preliminary Budget requires a change in funding with no increase to property taxes for the General Fund.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the following adjustments to the Preliminary Budget:

	<u>From</u>	<u>To</u>
001.031560.422045 Rental Application Fees	\$80,000	
001.036250.515500 Personal Srvc, P/T Code Enforcement		\$30,000
001.016800.524000 B.A.S. Computer Equipment		\$50,000

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 the 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 # 785

**2008 TRAFFIC CALMING & SIDEWALK IMPROVEMENT
CAPITAL PROJECT
BUDGET ADJUSTMENT**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the 2008 Safe Routes to School and Sidewalk Improvement Project CP #44002, has received \$7,325.10 from Cranberry Realty for Sidewalk Maintenance and repair; and

WHEREAS, the Riverhead Highway District is willing to do the necessary repairs with the funds received.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the following budget adjustment and transfer of funds:

406.054100.470000.44002	Miscellaneous Revenue	7,325.10
111.051100.541301	Highway Asphalt	4,825.10
111.051400.541306	Highway Drainage	2,500.00

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 786

ADOPTS GRANT POLICY FOR THE TOWN OF RIVERHEAD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town seeks to outline standardized procedures for the grants management process to ensure compliance with all applicable federal, state, and local regulations related to the application for, administration of, and other aspects of grant funding.

NOW THEREFORE BE IT RESOLVED, that the Town Board, be and hereby, approves and adopts Grant Policy for the Town of Riverhead annexed hereto; and be it further

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

THE VOTE

Giglio	<input type="checkbox"/> Yes	<input checked="" 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
GRANT MANAGEMENT POLICY & PROCEDURES

Purpose: The purpose of this policy is to outline standardized procedures for the grants management process to ensure compliance with all applicable federal, state, and local regulations related to the application for, the administration of, and other aspects of grant funding.

The policy applies to all departments that are applying for, or have received grant funds on behalf of the Town. Any exceptions to this policy shall only be allowed with written approval from the Town Board.

I. ROLES AND RESPONSIBILITIES

Throughout the process, it is critical that all departments and staff members work together to ensure that grant requirements are met and that the Town of Riverhead achieves the identified goal that created the need for the supplemental funding.

A. Departments

Departments are responsible for the following:

1. The director or head of a department that intends to request funding from any outside source through the grant application process shall notify the Office of the Supervisor, Office of Town Council, Community Development Agency and Financial Administrator of the intention to seek outside funding. The resolution authorizing the grant application shall include approximate staff time, costs, i.e. experts , necessary to complete the application and such other grant requirements and a copy of said resolution, duly adopted by the Town Board, shall be provided to the Community Development Agency, Office of the Financial Administrator and and/or any other interested or involved department. All grants which require a Town match, be it a monetary or in-kind services, shall require either a verification from the Financial Administrator that funds exist in the budget or a verification from the department to provide in-kind services that staff may devote the time and accomplish the tasks to meet the matching fund requirements and approval from the Town Board before application may be submitted for the grant funds. Note, to the extent that the Community Development Agency prepared and submitted a grant application at the request of and on behalf of a department, both the Community Development Agency and department head shall comply with the notice and procedure requirements above.
2. After receiving a grant award, the department head shall serve as Project Manager and as such, the department head shall be responsible for the following:
 - a. Maintain the project file and provide Financial Administrator with a copy of the executed grant, including all addendums and

- related information, and a copy of the grant award and complete/sign grant application checklist ; and
- b. Schedule a meeting with all associated departments to discuss grant related issues and establish a timeline for the various phases of the project (i.e. bid process, project start and end dates, reporting requirements, etc.); and
 - c. Monitor the performance of the project and maintain ongoing communication with the associated departments to assure adherence to performance goals, time schedules or other requirements as appropriate to the project or the terms of the grant; and
3. Document each expenditure or action affecting the grant to ensure that expenditures are allowable, necessary and reasonable for the project, and that the proposed action:
 - a. is consistent with grant terms and conditions; and
 - b. is consistent with Town and grantee policies; and
 - c. represents effective utilization of resources; and
 - d. does not constitute a change in objective or scope.
 4. Administer all funds received pursuant to the grant in accordance with the terms of the grant agreement.
 5. Work with the Financial Administrator and Accounting Department to assist outside auditors with information required for annual Town audit/single audit, as required.

B. Financial Administrator and Accounting Department

The Financial Administrator, or an authorized designee, is responsible for the following:

1. Initial review and determination regarding funding (match) and setting project budget and cost rate for in-kind contributions or any other budget related issues; and
2. Establish applicable funding and appropriations in the Town's financial system, including setting up fund and accounting line numbers; and
3. Provide financial support, such as assisting with requirements for reimbursement and submitting required periodic fiscal reports in coordination with the project manager; and
4. Accept, process and record all deposits and expenditures in accordance with the Town's established accounting practices; and
5. Monitor grant progress and assist Project Manager with grant procedures required to close out the grant.

C. Purchasing Division

The Purchasing Division is responsible for the following:

1. Provide support to the Project Manager and make certain that all purchases are in compliance with the Town's procurement policy or other legal requirements.

D. Town Board

The Town Board is responsible for the following:

1. Approval and acceptance of grant proposals/awards that are brought before the governing body.

II. PROCEDURES

All grant proposals and applications, regardless of the format, shall follow the grant application procedures described within. The following procedures identify the process to be followed through the life of the grant:

A. Grant Proposal Submission

1. The initiating department shall study all grant requirements prior to applying for a grant, to ensure the Town can meet the requirements.
2. The initiating department shall contact the Financial Administrator and/or other associated departments to discuss the feasibility of submitting the grant application, and the process that will be followed to complete and submit the application by stated deadline.
3. The department will complete a final review of all grant proposals/applications and notify the Town Board, Financial Administrator, and associated departments of the grant proposal/application. Note, Town Board approval is required for all grant submissions and all commitments of monetary or in-kind match of funds.

B. Grant Award Acceptance

A grant that is awarded must be approved by the Town Board, who authorizes the Supervisor to execute the award documents.

1. All award notifications and contracts should be forwarded to the Finance Director immediately upon receipt.
2. The department is responsible to obtain legal review of the award document, submit the executed award document to the grantor agency for their signatures. Upon receipt of the fully executed award document, the department shall maintain the original and provide a copy to the Financial Administrator, the Accounting Department, the Purchasing Director, and other departments as applicable.
3. Upon receipt of the award document, the Accounting Department will set up fund and accounting line item numbers, and forward the information to the initiating department.
4. Upon receipt of the executed award document, the Project Manager shall schedule a meeting with the Financial Administrator and all

associated departments to discuss grant related issues, and establish a timeline for the various phases of the project (e.g. bid process, contract development, award process, project start and end dates, reporting requirements, etc.)

C. Grant Administration

1. The Project Manager, Financial Administrator and Purchasing Director shall undertake all responsibilities as set forth above.
2. All departments, including initiating department, associated departments, Financial Administrator and Purchasing Director must maintain accurate records to provide information to the grantor agency and auditors and must follow any applicable records retention requirements.

D. Grant Closeout

1. The Project Manager shall confirm with all associated departments and involved responsible parties that all requirements of the grant have been met, all reports have been filed with the granting agency, and the grant file contains a complete and accurate account of all grant activities.
2. The Project Manager shall work with the Financial Administrator and Accounting Department to ensure all financial transactions are recorded, all reimbursements have been requested and received from the granting agency, and any refunds due to the granting agency have been processed.
3. The Project Manager will coordinate with the grantor agency and follow the grant procedures to close-out the grant.

Table 1
Town of Riverhead
Grant Checklist

To properly report all grants on the Schedule of Expenditures of Federal Awards and State Financial Assistance (Single Audit) the following documents must be provided to the Finance Department.

- ___ Completely executed copy of the Grant Application
- ___ Copy of Grant Award Letter
- ___ Signed copy of the Grant Agreement including attachments
- ___ Completed Grant Information Form
- ___ Copy of Financial Status Report sent to the granting agency (if applicable)
- ___ Copy of grant reimbursement requests
- ___ Signed copy of grant amendments or changes including attachments (if applicable)
- ___ Copy of the final grant close-out report sent to the granting agency

Reminder:

Before a purchase order or invoice can be approved, the Accounting Department must have the executed application, award letter, executed agreement and information form. It is the responsibility of the department head or other designated person of each grant to provide these documents in a timely manner.

PREPARED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

**Town of Riverhead
Grant Information Form**

Name of Grant: _____ Grant Number: _____
Funding Agency: _____ Grant Period: _____
Grant Amount: \$ _____
Is Matching Required? _____ Type of Matching: Cash In Kind Local Town
Type of Grant: Federal-Direct Federal Pass-Through State
CFDA/CSD County
A#: _____

Description of Grant:

Reporting Requirements:
Progress Report: Monthly Quarterly Annually Other _____
Not Required

Reimbursement Request: Monthly Quarterly Annually Upon Request

Accounting Information:
Year Budgeted: _____

Expense GL#: _____ Revenue GL#: _____

Department/Project Manager: _____ Contact Person: _____

TOWN OF RIVERHEAD GRANT MANAGEMENT POLICY & PROCEDURES

Purpose: The purpose of this policy is to outline standardized procedures for the grants management process to ensure compliance with all applicable federal, state, and local regulations related to the application for the administration of, and other aspects of grant funding.

The policy applies to all departments that are applying for, or have received grant funds on behalf of the Town. Any exceptions to this policy shall only be allowed with written approval from the Town Board.

I. ROLES AND RESPONSIBILITIES

Throughout the process, it is critical that all departments and staff members work together to ensure that grant requirements are met and that the Town of Riverhead achieves the identified goal that created the need for the supplemental funding.

A. Departments

Departments are responsible for the following:

1. The director or head of a department that intends to request funding from any outside source through the grant application process shall notify the Office of the Supervisor, Office of Town Council, Community Development Agency and Financial Administrator of the intention to seek outside funding. The resolution authorizing the grant application shall include approximate staff time, costs, i.e. experts , necessary to complete the application and such other grant requirements and a copy of said resolution, duly adopted by the Town Board, shall be provided to the Community Development Agency, Office of the Financial Administrator and and/or any other interested or involved department. All grants which require a Town match, be it a monetary or in-kind services, shall require either a verification from the Financial Administrator that funds exist in the budget or a verification from the department to provide in-kind services that staff may devote the time and accomplish the tasks to meet the matching fund requirements and approval from the Town Board before application may be submitted for the grant funds. Note, to the extent that the Community Development Agency prepared and submitted a grant application at the request of and on behalf of a department, both the Community Development Agency and department head shall comply with the notice and procedure requirements above.
2. After receiving a grant award, the department head shall serve as Project Manager and as such, the department head shall be responsible for the following:
 - a. Maintain the project file and provide Financial Administrator with a copy of the executed grant, including all addendums and related

- information, and a copy of the grant award and complete/sign grant application checklist ; and
- b. Schedule a meeting with all associated departments to discuss grant related issues and establish a timeline for the various phases of the project (i.e. bid process, project start and end dates, reporting requirements, etc.); and
 - c. Monitor the performance of the project and maintain ongoing communication with the associated departments to assure adherence to performance goals, time schedules or other requirements as appropriate to the project or the terms of the grant; and
3. Document each expenditure or action affecting the grant to ensure that expenditures are allowable, necessary and reasonable for the project, and that the proposed action:
 - a. is consistent with grant terms and conditions; and
 - b. is consistent with Town and grantee policies; and
 - c. represents effective utilization of resources; and
 - d. does not constitute a change in objective or scope.
 4. Administer all funds received pursuant to the grant in accordance with the terms of the grant agreement.
 5. Work with the Financial Administrator and Accounting Department to assist outside auditors with information required for annual Town audit/single audit, as required.

B. Financial Administrator and Accounting Department

The Financial Administrator, or an authorized designee, is responsible for the following:

1. Initial review and determination regarding funding (match) and setting project budget and cost rate for in-kind contributions or any other budget related issues; and
2. Establish applicable funding and appropriations in the Town's financial system, including setting up fund and accounting line numbers; and
3. Provide financial support, such as assisting with requirements for reimbursement and submitting required periodic fiscal reports in coordination with the project manager; and
4. Accept, process and record all deposits and expenditures in accordance with the Town's established accounting practices; and

5. Monitor grant progress and assist Project Manager with grant procedures required to close out the grant; and

C. Purchasing Division

The Purchasing Division is responsible for the following:

1. Provide support to the Project Manager and make certain that all purchases are in compliance with the Town's procurement policy or other legal requirements.

D. Town Board

The Town Board is responsible for the following:

1. Approval and acceptance of grant proposals/awards that are brought before the governing body.

II. PROCEDURES

All grant proposals and applications, regardless of the format, shall follow the grant application procedures described within. The following procedures identify the process to be followed through the life of the grant:

A. Grant Proposal Submission

1. The initiating department shall study all grant requirements prior to applying for a grant, to ensure the Town can meet the requirements.
2. The initiating department shall contact the Financial Administrator and/or other associated departments to discuss the feasibility of submitting the grant application, and the process that will be followed to complete and submit the application by stated deadline.
3. The department will complete a final review of all grant proposals/applications and notify the Town Board, Financial Administrator, and associated departments of the grant proposal/application. Note, Town Board approval is required for all grant submissions and all commitments of monetary or in-kind match of funds.

B. Grant Award Acceptance

A grant that is awarded must be approved by the Town Board, who authorizes the Supervisor to execute the award documents.

1. All award notifications and contracts should be forwarded to the Finance Director immediately upon receipt.
2. The department is responsible to obtain legal review of the award document, submit the executed award document to the grantor agency for their signatures. Upon receipt of the fully executed award document, the department shall

maintain the original and provide a copy to the Financial Administrator, the Accounting Department, the Purchasing Director, and other departments as applicable.

3. Upon receipt of the award document, the Accounting Department will set-up fund and accounting line item numbers, and forward the information to the initiating department.
4. Upon receipt of the **executed** award document, the Project Manager shall schedule a meeting with the Financial Administrator and all associated departments to discuss grant related issues, and establish a timeline for the various phases of the project (e.g. bid process, contract development, award process, project start and end dates, reporting requirements, etc.)

C. Grant Administration

1. The Project Manager, Financial Administrator and Purchasing Director shall undertake all responsibilities as set forth above.
2. All departments, including initiating department, associated departments, Financial Administrator and Purchasing Director must maintain accurate records to provide information to the grantor agency and auditors and must follow any applicable records retention requirements.

D. Grant Closeout

1. The Project Manager shall confirm with all associated departments and involved responsible parties that all requirements of the grant have been met, all reports have been filed with the granting agency, and the grant file contains a complete and accurate account of all grant activities.
2. The Project Manager shall work with the Financial Administrator and Accounting Department to ensure all financial transactions are recorded, all reimbursements have been requested and received from the granting agency, and any refunds due to the granting agency have been processed.
3. The Project Manager will coordinate with the grantor agency and follow the grant procedures to close-out the grant.

Table 1
Town of Riverhead
Grant Checklist

To properly report all grants on the Schedule of Expenditures of Federal Awards and State Financial Assistance (Single Audit) the following documents must be provided to the Finance Department.

- ___ Completely executed copy of the Grant Application
- ___ Copy of Grant Award Letter
- ___ Signed copy of the Grant Agreement including attachments
- ___ Completed Grant Information Form
- ___ Copy of Financial Status Report sent to the granting agency (if applicable)
- ___ Copy of grant reimbursement requests
- ___ Signed copy of grant amendments or changes including attachments (if applicable)
- ___ Copy of the final grant close-out report sent to the granting agency

Reminder:

Before a purchase order or invoice can be approved, the Accounting Department must have the executed application, award letter, executed agreement and information form. It is the responsibility of the department head or other designated person of each grant to provide these documents in a timely manner.

PREPARED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

Town of Riverhead
Grant Information Form

Name of Grant: _____ Grant Number: _____

Funding Agency: _____ Grant Period: _____

Grant Amount: \$ _____

Is Matching Required? _____ Type of Matching: Cash In Kind Local Town

Type of Grant: Federal-Direct Federal Pass-Through State County

CFDA/CSD

A#: _____

Description of Grant:

Reporting Requirements:

Progress Report: Monthly Quarterly Annually Other _____ Not Required

Reimbursement Request: Monthly Quarterly Annually Upon Request

Accounting Information:

Year Budgeted: _____

Expense GL#: _____ Revenue GL#: _____

Department/Project Manager: _____ Contact Person: _____

TOWN OF RIVERHEAD

Resolution # 787

RIVERHEAD AMBULANCE DISTRICT

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Jamesport Ambulance facility requires additional repairs to the to the Jamesport Ambulance Facility due to weather related deterioration; and

WHEREAS, Resolution #729 adopted 10/20/2015 transferred money into the Riverhead Ambulance Facility.

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>
120.045400.541151 Rvhd Building Maintenance	4,500	
120.045400.541500 Motor Vehicle Maintenance	3,135	
120.045400.541152 Jamesport Building Maintenance		7,635

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 788

EPCAL SEWER UPGRADE PROJECT #20042

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Superintendent of Sewer is requesting additional funds be transferred to the Calverton Sewer Upgrade Project #20042 for engineering consulting services to prepare the application for EFC funding.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby authorized to establish the following budget adjustment and transfer of funds from the Calverton De-nitrification Reserve account:

	<u>FROM</u>	<u>TO</u>
424.095031.481124.20042 Transfer from Calv DeNitro Fund Bal	1,500	
424.081300.543504.20042 Prof Svc - Engineering		1,500

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 # 789

RIVERHEAD CENTRAL SCHOOL DISTRICT
WATER CAPITAL PROJECT #30128

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, additional funds have been received from the Riverhead Central School District toward the installation of the fire hydrant at the Pulaski Street School.

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>
412.092705.421050.30128	Developer Fees	1,565.69	
412.083200.523014.30128	Utility Installation		1,565.69

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 # 790

RIVERHEAD POLICE ATHLETIC LEAGUE

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the PAL Soccer program requires a budget adjustment to help fund the Fall Soccer referee expenses.

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>
004.073102.542400	Soccer Uniforms	4,975	
004.073102.542323	Sports Program	1,085	
004.073102.524000	Equipment	500	
004.076250.548300	PAL Insurance	600	
004.073103.542323	Supplies-Travel Soccer	800	
004.073103.542400	Travel Soccer Uniforms	240	
004.073102.543614	Soccer-Referee Expense		8,200

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 791

STONELEIGH RETIREMENT COMMUNITY – PHASE IV
WATER EXT. CAPITAL PROJECT
BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, \$29,330.80 has been received by the developer for increase costs related to the water main installation on Phase IV at Stoneleigh Woods off Middle Road in Riverhead.

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>
412.092705.421050.30123	Developer Fees	29,330.80	
412.083200.523002.30123	Water Mains/Laterals		26,190.00
412.083200.549001.30123	Administrative Fee		1,833.30
412.083200.547900.30123	Contingencies		1,307.50

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to H2M, P.C 575 Broad Hollow Road, Melville, New York 11747, 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 # 792

**AUTHORIZES THE RELEASE OF FOUNDATION SECURITIES FOR
STONELEIGH WOODS AT RIVERHEAD, LLC – PHASE 4**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Stoneleigh Woods at Riverhead LLC, posted cash security, Chase Bank Check #12389, dated May 5, 2015, in the amount of Twelve Thousand Seven Hundred Twenty Dollars (\$12,720.00) and Chase Bank Check #12380, dated April 28, 2015, in the amount of Fifty Thousand Eight Hundred Eighty Dollars (\$50,880.00), representing 10 “foundation only” permits in connection with real property located off of Middle Road, Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-082-09-001.07, pursuant to §52-8.1 of the Riverhead Town Code; and

WHEREAS, the Building Department accepted and approved the associated building permit applications, resulting in the issuance of Building Permits for the construction of 10 four-unit condo buildings in connection with Planning Board Resolution #2014-0108, dated December 18, 2014.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned cash securities in the sum of Twelve Thousand Seven Hundred Twenty Dollars (\$12,720.00) and Fifty Thousand Eight Hundred Eighty Dollars (\$50,880.00); 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 1422, 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 # 793

APPROVES EXECUTION AND SUBMISSION OF GRANT APPLICATION TO SUFFOLK COUNTY FOR FISCAL YEAR 2016 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead participates in the Suffolk County Consortium to receive Community Development Block Grant funds from the United States Department of Housing and Urban Development for benefit to low and moderate income persons and for the prevention of slum and blight; and

WHEREAS, the Town of Riverhead has complied with the citizen participation requirements of the CDBG program; and

WHEREAS, the Town of Riverhead possesses the legal authority to make a grant application through Suffolk County and to execute a community development and housing program.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby ratifies the execution and submission of a grant application to the Suffolk County Department of Community Development as grantee of Community Development Block Grant funds for FY 2016 from the United States Department of Housing and Urban Development as follows:

2016 CDBG Application	
Bread and More Soup Kitchen	\$ 6,000
Open Arms Soup Kitchen	\$ 6,000
Riverhead Community Awareness Program	\$ 6,000
Dominican Sisters	\$ 6,000
Maureen’s Haven	\$ 6,000
Home Improvement Program	\$140,000
Pedestrian Improvements	\$ 25,000
<u>Administration</u>	<u>\$ 5,000</u>
TOTAL	\$200,000

BE IT FURTHER RESOLVED, that upon approval by the Grantor, the Town Board authorizes the Supervisor to execute the required agreement between Suffolk County and the Town of Riverhead and to undertake the program as approved including entering into sub-recipient agreements subject to review and approval by the Town Attorney; and

BE IT FURTHER RESOLVED, that the Riverhead Town Board hereby authorizes the Accounting Department to set up budgets for the contract and issue purchase orders; and

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Suffolk County Community Development Director, Amy Keyes, Suffolk County Community Development, PO Box 6100, Hauppauge NY 11788-0099 and an electronic copy of the adopted resolution to the Community Development Department and the Accounting Department.

THEREFORE, 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 # 794

AUTHORIZES ATTENDANCE OF JUDGE ELECT AT TRAINING

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on December 7, 2015 through December 12, 2015, the Annual "Taking the Bench Certification Course Fall 2015" is being held in Albany, New York, and

WHEREAS, the new JUDGE ELECT Lori M. Hulse must attend said training.

NOW, THEREFORE, BE IT RESOLVED, that the JUDGE ELECT Lori M. Hulse is hereby authorized to attend said training, and

BE IT FURTHER RESOLVED, that the JUDGE ELECT Lori M. Hulse will use her personal vehicle and shall be reimbursed for cost of travel at the federal rate established for that purpose, and

BE IT FURTHER RESOLVED, that the JUDGE ELECT Lori M. Hulse shall be reimbursed for costs of travel (federal rate + tolls), lodging (6 nights) and meals, not to exceed a total of \$1,295.00, and

BE IT FURTHER RESOLVED, that said expenses are to be fully receipted upon return, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Justice Court and the Accounting Department, and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

PLEASE DISTRIBUTE TO ALL NEWLY ELECTED OR APPOINTED JUSTICES TAKING THE BENCH CERTIFICATION COURSE FALL 2015

The Office of Court Administration is offering the Taking the Bench Certification Course for newly elected or appointed Town and Village Justices. Taking the Bench is comprised of two separate training sessions. The first is a consecutive, six-day training. The second is a one-day follow-up. The first session will be held from **December 7-12, 2015**, at the Third District Office. The second session will also be held at the Third District Office in April of 2016 (an exact date to be determined).

Each newly elected or appointed Town or Village Justice, who is not a member of the New York State Bar, is required by §17.2 of the Rules of the Chief Judge (22 NYCRR 17.2) to attend the first available Certification Course after his/her appointment or election. A non-lawyer Town or Village Justice may not assume the functions of the office until he or she has filed a certificate of completion of the Certification Course with his/her municipality (Uniform Justice Court Act §105). Attorney Justices are strongly encouraged to attend and some CLE credits will be available.

Justices will receive their certification to assume the bench after successful completion of the First Session of Taking the Bench in December.

TRAINING DATES

Session 1

December 7 - 12, 2105 (Monday-Saturday)
8:00am - 5:00pm

Session 2

April 2016 (an exact date to be determined)
8:00am - 5:00pm

TRAINING LOCATION

Sessions 1 & 2

Training will be held at the **Third District Office Training Room, 2500 Pond View, Castleton-On-Hudson.**

Check-in starts thirty (30) minutes prior to the beginning of classes. Classes begin at either 8:00 or 8:30 a.m. each day. On Monday, December 7, classes will begin at 8:00 a.m., thus check-in will begin at 7:30 a.m. Classes will conclude by 5:00 p.m. each day. Justices will be advised of any changes, as necessary. A detailed schedule will be provided the first day of class.

Anyone who requires any accommodations due to a disability, should contact the Office of Justice Court Support at 1-800-232-0630.

REGISTRATION

To register for the Fall 2015 Taking the Bench Certification Program, please go to the following website:

<https://fmpubl.nycourts.gov/fmi/iwp/cgi?-db=TVREGISTRATION&-startsession>

The “account name” is ‘court’ and the “password” is ‘court’.

TRAINING MATERIALS

Printed materials will be distributed at the time of training. Many of these materials can be accessed on the Town and Village Courts website (available at <http://www.nycourts.gov/courts/townandvillage/>). Judges can reach out to the Office of Justice Court Support at 1-800-232-0630 to obtain a username and password if they would like to review these materials prior to training.

COST AND EXPENSE REIMBURSEMENT

No fee is charged to attend the Taking the Bench Certification Course. Those attending must provide their own transportation, accommodations, and meals. The General Municipal Law provides that all actual and necessary expenses of travel, meals, and lodging incurred for attendance at a conference are a municipal charge. Justices must comply with the provisions of General Municipal Law §77(b) to obtain reimbursement.

In addition, all towns and villages are required by law to pay the expenses of a Justice or Justice-elect who is required to attend a training program (Uniform Justice Court Act §105 and Town Law §31).

JUSTICES MUST MAKE THEIR OWN HOTEL AND OTHER TRAVEL ARRANGEMENTS.

ACCOMMODATIONS

There are numerous hotels conveniently located nearby. Several are listed below. The State Rate for Albany is \$115.00.

Comfort Inn & Suites Albany/East Greenbush (less than 1 mile from training)
99 Miller Road, Castleton-On-Hudson, NY 12033
(855) 849-1513

Fairfield Inn by Marriott East Greenbush (4 miles from training)
124 Troy Road, East Greenbush, New York 12061
(518) 477-7984

Holiday Inn Express Hotel & Suites East Greenbush (5 miles from training)
8 Empire Drive, Rensselaer, New York 12144
1-888-465-4329

Residence Inn by Marriott Albany East Greenbush/Tech Valley (5 miles from training)
3 Tech Valley Drive, East Greenbush, New York 12061
(518) 720-3600

TOWN OF RIVERHEAD

Resolution # 795

APPOINTS A PROVISIONAL PRINCIPAL ACCOUNTANT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a vacancy exists in the Accounting Department for a Principal Accountant to serve in the capacity of Deputy to the Financial Administrator and to assist him in budgetary and other matters as promulgated by county, state and federal governmental requirements; and

WHEREAS, no current list of Certified Eligibles for the title of Principal Accountant exists, so the Suffolk County Department of Civil Service has issued approval to fill the position on a provisional basis until such a time when a Certified List of Eligibles for the title of Principal Accountant is issued; and

WHEREAS, this position was duly advertised, interviews were conducted, and a recommendation of a suitable candidate has been made by the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that effective November 30, 2015 and pursuant to a successfully completed background investigation, this Town Board hereby makes a provisional appointment of Angelika Strahmann to the position of Principal Accountant at an annual salary of \$90,000.00 and further authorizes the Town Supervisor to enter into a contract agreement with her; 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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Gabrielsen <input type="checkbox"/> Yes <input checked="" 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 # 796

TERMINATES THE EMPLOYMENT OF A MAINTENANCE MECHANIC I IN THE BUILDINGS AND GROUNDS DIVISION OF THE TOWN ENGINEER'S DEPARTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Joe Ortiz ("Ortiz") has been cumulatively absent from work for over 260 work days due to a work-related injury since November 10, 2014; and

WHEREAS, on September 28, 2015, the Town of Riverhead (the "Town"), sent correspondence to Ortiz notifying him that the Town intended to terminate his employment on November 11, 2015 pursuant to Section 71 of the Civil Service Law ("CSL § 71") ; and

WHEREAS, said notice dated September 28, 2015 provided Ortiz an opportunity to attend a hearing scheduled on November 5, 2015 if he wished to contest his termination with the Town pursuant to CSL § 71; and

WHEREAS, Ortiz did not attend the hearing and did not otherwise contact the Town to contest his termination pursuant to CSL § 71.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Section 71 of New York State Civil Service Law, this Town Board hereby terminates Joe Ortiz, a Maintenance Mechanic I in the Riverhead Town Building and Grounds Division of the Town Engineer's Department , effective November 11, 2015; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Joe Ortiz, the Town Engineer, the Financial Administrator, the Town Attorney and the Personnel Director; 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 # 797

**RATIFIES REAPPOINTMENT OF MEMBER TO THE
TOWN OF RIVERHEAD ETHICS BOARD**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on November 16, 2004, the Town Board adopted Chapter 18 “Code of Ethics” of the Town Code of the Town of Riverhead; and

WHEREAS, Chapter 18-§§18-18 (A) and (B) of the Code of Ethics authorized the Town Board to appoint five individuals, no more than two individuals from the same political party, to the Ethics Board; and

WHEREAS, pursuant to the provisions of the Code of Ethics, Chapter 18-§18-18(E) the members of the Board of Ethics are to serve staggered terms;

WHEREAS, Jeanmarie Costello was reappointed to the Ethics Board by Resolution # 651 adopted on September 4, 2013 for a term expiring June 2015 and has been held over from June 2015 to the present; and

WHEREAS, the Town Board wishes to ratify the reappointment of Jeanmarie Costello for a two year term such that the term will be deemed to have commenced on June 1, 2015 and will expire on June 1, 2017;

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby reappoints Jeanmarie Costello to the Town of Riverhead Board of Ethics for a two year term deemed to have commenced on June 1, 2015 and will expire on June 1, 2017; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Jeanmarie Costello, 836 Pond View Road, 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 # 798

**ADOPTS A LOCAL LAW AMENDING CHAPTER 46 ENTITLED
“ALCOHOLIC BEVERAGES” OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 46 entitled “Alcoholic Beverages” of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 20th day of October 2015 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 amending Chapter 46 entitled “Alcoholic Beverages” of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 46 entitled "Alcoholic Beverages", of the Riverhead Town Code at its meeting held on November 17, 2015. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 46. Alcoholic Beverages

§ 46-4. Exceptions.

The foregoing prohibition shall not apply to consumption of any alcoholic beverage or possession for the purpose of consumption in any public place where the same is authorized by license or permit under the laws and regulations of this state, Suffolk County or the town, nor shall such prohibition apply to the possession of ~~an open or unsealed~~ a closed and sealed container of an alcoholic beverage solely for the purpose of transporting the same without an intent ~~or indication~~ to consume ~~the~~ same in any public place.

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

Dated: Riverhead, New York
November 17, 2015

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

TOWN OF RIVERHEAD

Resolution # 799

**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, 2015 through March 31, 2016; with an option, to be exercised at the County’s discretion, to September 30, 2016 on the same terms and conditions herein.

Service Levels: 7,000 Units of Transportation Service
300 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 _____

_____ hereby certifies under penalties of perjury that I am an officer of

**Approved:
Department**

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

_____, that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that

_____ meets all requirements to qualify for exemption thereunder.

Recommended:

By: _____
Michelle Belsky
Food Service Supervisor
Date _____

Name _____ Date _____

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

By: _____
Niranjan G. Sagapuram
Assistant County Attorney
Date _____



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Article I
Description of Services
Town of Riverhead
AAA Transportation Program

Whereas, the Contractor has been identified in the 2015 Suffolk County Adopted Budget under the funding as listed on page one (1) 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 for the Elderly or other such programs for the elderly, that provide transportation services.

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

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 services, act as liaison between the Department and the actual service and insure accuracy and timeliness of submission of all reporting forms and expenditures.
- 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 five (5) are in addition to the provisions of Article V, paragraph ten (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. The Contractor, to the extent it has discretion regarding to whom it will provide services, must give preference to providing services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the Department for providing services to the above groups within the PSA, (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)).
- b. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the Department following the methods the Department has established for complying with the targeting requirements under the OAA and the Equal Access and Targeting Policy issued by the New York State Office for the Aging. 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).

- c. The following 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 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, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.

- For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
 - For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- 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 (1) unit is equal to each (1) 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 3 or in subsequent County approved computer systems. All participant data must be entered completely by the twelfth (12th) of each month for the previous months' data.

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

The Contractor agrees 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

Karen Westwood
MOW's Coordinator

TOWN OF RIVERHEAD
200 Howell Avenue
Riverhead, New York 11901
631 722-4444

Debbie Schwarz
Senior Center Manager

Donna Trojanowski
Asst. Center Manager

August 2015

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, 2015 – March 31, 2016

Dear Ms. Rhodes-Teague:

The need for essential transportation continues to be a high priority for the Town of Riverhead Senior community.

Though the town 'bustles' with traffic, it still has many rural areas and lacks adequate and/or an affordable means of transportation. 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. As we

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. With calls for medical services being received throughout the day, on an as needed basis, all drivers are required to assist the doctor's staff person with appointments and medical transport, as. 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 age 60 and older, those with Limited English Proficiency (LEP), and lesbian, gay, bisexual, and transgender (LGBT) older adults.

Riverhead Town is contracted with LanguageLine Solutions to provide the 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 to you at no cost*". This

statement is written in twenty different languages and the signs are posted throughout the building. Office staff has been trained on how to use this service.

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. Projections for the 4/15-3/16 AAA contract period are for us to reach 300 unduplicated seniors with 7,000 units of transportation.

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.

2. Notifying Participants of the Right to File a Grievance

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

3. Grievance Process

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

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

c. Appeal of Initial Response/Decision

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

4. Record Keeping

The Department shall keep the records of the grievance and its handling for six (6) years following the conclusion of the calendar year of the occurrence. The file shall contain, at a minimum, but not limited to the initial grievance, any investigative reports; any written response submitted by the Department or the service provider; any documents or other records submitted by any party; the written Initial Response of the agency, and, if applicable, the notice to the grievant of the right to an appeal.

5. Confidentiality

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

End of Article 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 I(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

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.

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.

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 27 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.

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

3. Indemnification and Defense

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

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

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

4. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) Automobile Liability insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence. The County shall be named an additional insured.

iii.) Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) Professional Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (4)(a)(i), (ii), and (iv).

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.

e. In the case of commercial general liability insurance and business use automobile insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to

any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

h. If the Contractor is a Municipal Corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Contractor shall provide proof, acceptable to the County, of self-funded coverage.

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

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

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

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

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

10. Nonsectarian/Nonpartisan Declaration

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

11. Governing Law

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

12. No Waiver

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

13. Conflicts of Interest

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

14. Cooperation on Claims

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

15. Confidentiality

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

16. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the

Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as “Assignment”), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

17. Changes to Contractor

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

- i.) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and
- ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter):
 - 1. the dissolution, merger, consolidation or other reorganization of the Contractor; and
 - 2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

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

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

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

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 27 of Article III of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County’s consent,

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

18. No Intended Third Party Beneficiaries

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

19. Certification as to Relationships

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

20. Publications

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

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

21. Copyrights and Patents

a. Copyrights

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto (“Work Product”) are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute “work made for hire” under the

U.S. copyright laws. To the extent that any Work Product does not constitute a “work made for hire,” the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Contractor may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

b. Patents

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract (“patent eligible subject matter”), it shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for the discovery or invention. This paragraph shall survive any completion, expiration or termination of this 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.

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. **Contract Agency Performance Measures and Reporting Requirements – Local Law No. 41-2013**

a. If payment under this Contract may exceed \$50,000, it is subject to the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code) as set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements."

b. The Contractor shall cooperate with the Department in all aspects necessary to help carry out the requirements of the Law. Based on criteria established by the Contractor in conjunction with the Department, the Contractor shall submit monthly reports regarding the Contractor's performance relative to the established criteria, on dates and times as specified by the Department.

c. The Contractor shall submit an annual report to the Department regarding the Contractor's performance no later than July 31 of each year of the Term. All performance data and reports will be subject to audit by the Comptroller.

27. **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 A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 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 A5-8 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-LOI; 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. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract’s administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive’s performance management team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency’s performance measures.

14. 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.

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

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

(a) 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.

- 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

4. Accounting Procedures

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.

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. 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

- 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

- (b) 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.

- (c) 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) 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) 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) 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) 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.

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.

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.

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.

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.

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.

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

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."

SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

End of Text for Article V

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,

Article VI

Budget

Town of Riverhead
AAA Transportation Program
April 1, 2015 – March 31, 2016

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

TOWN OF RIVERHEAD

Resolution # 800

**RELEASES ONE-YEAR MAINTENANCE SECURITY OF EDWARD CARRERA
IN CONNECTION WITH THE SUBDIVISION KNOWN AS
“EDWARD CARRERA AT OLD FIELD COURT”**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by Resolution #30 adopted on April 10, 2006, the Riverhead Planning Board approved the final plat entitled, “Edward Carrera at Old Field Court”, for subdivision of certain real property situate northwesterly of the cul-de-sac at Old Field Court, in the Hamlet of Wading River, New York, which premises was formerly known as Lot No. 40 on the Map of “Century Farms East” and also formerly known as Suffolk County Tax Map #0600-57-1-7.47; and

WHEREAS, Resolution #30 adopted on April 10, 2006 did include a provision that the right-of-way (roadway) shall remain private and shall not be offered for dedication into the Town’s Highway System;

WHEREAS, pursuant to Resolution #723 adopted on October 16, 2013, the Riverhead Town Board accepted Suffolk County National Bank Maintenance Letter of Credit #01310213-000, in the amount of \$74,000.00, representing a one-year maintenance security in connection with improvements to be made within the subdivision; and

WHEREAS, by memorandum from Vincent A. Gaudiello. P.E. dated November 17, 2014, it has been determined that the improvements within said subdivision appear in satisfactory condition and it is further recommended that the one-year maintenance bond may now be released.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned one-year security in connection with the subdivision known as “Edward Carrera at Old Field Court”; and be it further

RESOLVED, that the Town Clerk is hereby directed to release the aforementioned one-year maintenance security; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 801

APPOINTS THE LAW FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI, LLP TO ACT AS SPECIAL COUNSEL IN THE CIVIL ACTION ENTITLED T-MOBILE NORTHEAST LLC V. RIVERHEAD WATER DISTRICT AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a law suit has been commenced by T-Mobile Northeast , LLC naming Riverhead Water District, as Defendant in the United States District Court, Eastern District Court of New York under Civil Action number CV 15 6310; and

WHEREAS, the Town Board has determined that the law firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP is qualified and be retained to defend or appear on behalf of Riverhead Water District in T-Mobile Northeast LLC, as successor in interest to Omnipoint Communications, Inc. and Omnipoint Facilities Network 2, LLC v. Riverhead Water District, United States District Court, Eastern District of New York under Civil Action number CV 15 6310.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby appoints the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP to act as legal counsel in connection with the aforementioned matter, nunc pro tunc, and authorizes the Supervisor to execute a Retainer Agreement acceptable to the Town Attorney; and be it further;

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP; 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 # 802

APPOINTS THE LAW FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI, LLP TO ACT AS SPECIAL COUNSEL IN THE CIVIL ACTION ENTITLED METROPCS NEW YORK, LLC V. RIVERHEAD WATER DISTRICT AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a law suit has been commenced by MetroPCS New York, LLC naming Riverhead Water District, as Defendant in the Eastern District Court of New York under Civil Action number CV 15 6311; and

WHEREAS, the Town Board has determined that the law firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP is qualified and be retained to defend or appear on behalf of Riverhead Water District in MetroPCS New York, LLC v. Riverhead Water District, United States District Court, Eastern District of New York under Civil Action number CV 15 6311.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby appoints the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP to act as legal counsel in connection with the aforementioned matter, nunc pro tunc, and authorizes the Supervisor to execute a Retainer Agreement acceptable to the Town Attorney; and be it further;

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Smith, Finkelstein, Lundberg, Isler, and Yakaboski, LLP; 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 # 803

**APPROVES CHAPTER 90 APPLICATION OF RIVERHEAD ADVENTURES, LLC
(5K Trail Run at EPCAL Veterans Memorial Park– Saturday, June 4th, 2016)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on October 22, 2015, Christopher Witt, on behalf of Riverhead Adventures, LLC, submitted a Chapter 90 Application for the purpose of conducting a family focused 5K Trail Run, to include mud and obstacles and to also include a food concession, to be held at the Veterans Memorial Park located at Enterprise Park at Calverton (“EPCAL”), Route 25, Calverton, New York, on Saturday, June 4th, 2016 (also requesting the dates of May 28th through June 5th, 2016 for purposes of set up and break down), between the hours of 8:00 a.m. and 3:00 p.m.; and

WHEREAS, Riverhead Adventures, LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the applicant has paid the applicable Chapter 90 Fee; and

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

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

RESOLVED, that the application of Riverhead Adventures, LLC for the purpose of conducting a family focused 5K Trail Run, to include mud and obstacles and to also include a food concession, to be held at the Veterans Memorial Park located at Enterprise Park at Calverton (“EPCAL”), Route 25, Calverton, New York, on Saturday, June 4th, 2016 (also requesting the dates of May 28th, through June 5th, 2016 for purposes of set up and break down), between the hours of 8:00 a.m. and 3:00 p.m., is hereby approved; and be it further

RESOLVED, that this approval is **subject to** receipt of the following:

- The execution of Agreements and payment of the requisite fees thereunder in

connection with the utilization of Veterans Memorial Park located in EPCAL, and the utilization of Riverhead Police personnel and vehicle(s) for this event, **no later than May 2, 2016**; and be it further

- An Outdoor Public Safety Plan, to be submitted to the Fire Marshal's Office, **no later than May 2, 2016**; and be it further
- A Certificate of Insurance, containing adequate liability limits, naming the Town of Riverhead as an additional insured in a form acceptable to the Town Attorney, **no later than March 31, 2016**; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Adventures, LLC, P.O. Box 725, Calverton, NY 11933; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 804

**APPROVES CHAPTER 90 APPLICATION OF RIVERHEAD ADVENTURES, LLC
(5K Trail Run at EPCAL Veterans Memorial Park– Saturday, September 17th, 2016)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on October 22, 2015, Christopher Witt, on behalf of Riverhead Adventures, LLC, submitted a Chapter 90 Application for the purpose of conducting a family focused 5K Trail Run, to include mud and obstacles and to also include a food concession, to be held at the Veterans Memorial Park located at Enterprise Park at Calverton (“EPCAL”), Route 25, Calverton, New York, on Saturday, September 17th, 2016 (also requesting the dates of September 10th through September 18th, 2016 for purposes of set up and break down), between the hours of 8:00 a.m. and 3:00 p.m.; and

WHEREAS, Riverhead Adventures, LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

WHEREAS, the applicant has paid the applicable Chapter 90 Fee; and

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

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

RESOLVED, that the application of Riverhead Adventures, LLC for the purpose of conducting a family focused 5K Trail Run, to include mud and obstacles and to also include a food concession, to be held at the Veterans Memorial Park located at Enterprise Park at Calverton (“EPCAL”), Route 25, Calverton, New York, on Saturday, September 17th, 2016 (also requesting the dates of September 10th, through September 18th, 2015 for purposes of set up and break down), between the hours of 8:00 a.m. and 3:00 p.m., is hereby approved; and be it further

RESOLVED, that this approval is **subject to** receipt of the following:

- The execution of Agreements and payment of the requisite fees thereunder in connection with the utilization of Veterans Memorial Park, located in EPCAL, and the utilization of Riverhead Police personnel and vehicle(s) for this event, **no later than August 1, 2016**; and be it further
- An Outdoor Public Safety Plan, to be submitted to the Fire Marshal's Office, **no later than August 1, 2016**; and be it further
- A Certificate of Insurance, containing adequate liability limits, naming the Town of Riverhead as an additional insured in a form acceptable to the Town Attorney, **no later than June 15, 2016**; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Adventures, LLC, P.O. Box 725, Calverton, NY 11933; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 805

RESOLUTION TO CHANGE TOWN BOARD MEETING TIME

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the last town board meeting scheduled for the 2015 calendar year is currently scheduled for Tuesday, December 29, 2015 at 2:00 pm; and

WHEREAS, it is the desire of the Town Board to change the Town Board meeting from Tuesday, December 29, 2015 at 2:00pm to Thursday, December 31, 2015 at 9:30am.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby changes the date and time of the last Town Board meeting for the 2015 calendar year from December 29, 2015 at 2:00pm to December 31, 2015 at 9:30am; and be it further

RESOLVED, that the Town Clerk is hereby authorized and directed to publish the attached public notice once in the November 26, 2015 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose; and be it further

RESOLVED, that the Town Clerk is hereby authorized and directed to post same on the Town sign board located adjacent to the Town Board Room, 200 Howell Avenue, Riverhead, New York; and be it further

RESOLVED, that the Town Clerk is authorized and hereby directed to post a copy of the attached public notice on the Town's website www.townofriverheadny.gov; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that the regularly scheduled meeting of the Riverhead Town Board which was scheduled for 2:00 pm on December 29, 2015 has been changed to 9:30am on December 31, 2015 at the Riverhead Town Hall, 200 Howell Avenue, New York.

Dated: November 17, 2015
Riverhead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 806

TOWN BOARD AUTHORIZATION FOR OFFICE OF TOWN ATTORNEY TO PROCEED WITH SALE OF BUILDING LOCATED AT 542 EAST MAIN STREET, RIVERHEAD, NY (SCTM# 600-129-3-35.2) KNOWN AS EAST LAWN BUILDING SUBJECT TO PERMISSIVE REFERENDUM

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

WHEREAS, the 542 East Main Street, Riverhead, NY, SCTM# 600-129-3-35.2 ("Subject Property") was formerly occupied by the Town Historian, Chamber of Commerce, Riverhead Housing Development Corporation and Town of Riverhead Community Awareness Program and for the past six months only the Town Historian remains as an occupant of the building; and

WHEREAS, two years ago, by Resolution #658 adopted on September 4, 2013 and subject to permissive referendum requirements, the Town expressed its desire to eliminate and/or remediate inadequate and inefficient buildings, including 542 East Main Street, and authorized the Town Clerk to publish and post a request for proposals for sale and/or sale with option for Town to lease real property located at 542 East Main Street; and

WHEREAS, while four (4) responses to the Request for Proposals were received, the Town determined, by Resolution #697 adopted on October 7, 2014, that it was in the best interests of the Town to reject the proposals and proceed with the publish and post of a second request for proposals for sale of property located at 542 East Main Street; and

WHEREAS, the Town received two (2) timely responses to the Request for Proposals which were received, opened and read aloud on December 9, 2014 and additional offers after the deadline for submission of proposals; and

WHEREAS, the Town did consider and evaluate all submissions, including the timely responses to the first and second request for proposals and those proposals received after the submission deadline, for such items as purchase price, planned use of the property, proposed renovation of the structure and grounds to preserve the historic character of the structure the Town Board and, by Resolution #184 adopted on March 18, 2015, authorized the Office of the Town Attorney to proceed with preparation of documents to effectuate the sale subject to certain terms and conditions to Castle Restoration and Construction, however, prior to the completion of negotiations for the contract of sale, Castle Restoration and Construction informed the Town Board that it no longer intended to purchase the subject property; and

WHEREAS, the Town Board, by Resolution #458 adopted on June 16, 2015, authorized the sale to the second bid received in response to the October 2014 Request for Proposals, I'm A Ruralpolitan Inc., under similar terms and conditions, however, during contract negotiations, the Town and I'm A Ruralpolitan Inc. did not reach an agreement as to the terms of the contract and, by Resolution #678 adopted on September 16, 2015, the Town resinded its authorization to proceed with a sale to I'm A Ruralpolitan Inc.; and

WHEREAS, thereafter, the Town Board, by Resolution #709 adopted on October 6, 2015, determined that it was in the best interests of the Town to obtain the services of Cushman & Wakefield Long Island, Inc. to market for sale 542 East Main Street, Riverhead, NY; and

WHEREAS, Cushman & Wakefield Long Island, Inc. did successfully market the property and submitted offers for the purchase of the property to the Town Board for consideration and after such consideration, the Town Board determined that it is in the best interests of the Town to accept the offer submitted by Joseph Petrocelli/J. Petrocelli Contracting Inc.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and accepts the offer to purchase 542 East Main Street, Riverhead, NY submitted by Joseph Petrocelli/J. Petrocelli Contracting Inc. for \$180,000.00 subject to all other terms set forth in the offer including no less than 350 square feet of office space for use by the Town Historian at \$10.00 per square foot per month for three years and an option to extend for an additional three year period at \$10.00 square foot plus 3% increase and the condition that restoration be consistent with and maintain the historic character of the building subject to Joseph Petrocelli/J. Petrocelli Contracting Inc. right to conduct an asbestos inspection within 30 days from the date herein at his sole cost and expense and terminate the contract without penalty if it is determined that asbestos remediation exceeds \$2500.00. This resolution is subject to permissive referendum; and be it further

RESOLVED, that the Town Board authorizes the Office of the Town Attorney to proceed with negotiation and preparation of documents to effectuate the sale subject to the terms set forth above including permissive referendum requirements; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute any documents to effectuate the sale subject to the terms set forth above including permissive referendum requirements; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Joseph Petrocelli/J. Petrocelli Contracting Inc., 100 Comac Street, Ronkonkoma, New York, 11779, Cushman & Wakefield of Long Island, Inc., Attn: David Pannetta, Managing Broker, 401 Broadhollow Road, Suite 301, Melville, NY 11747-4711, and the Office of Town Attorney; and be it further

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

RESOLVED that the Office of the Town Clerk for the Town of Riverhead shall publish and post a public notice, an abstract of which is as follows:

**PUBLIC NOTICE
TOWN OF RIVERHEAD**

NOTICE IS HEREBY GIVEN that at a regular meeting of the Town Board, as governing body of the Town of Riverhead, held on November 17, 2015 the Town Board duly adopted a resolution, an abstract of which follows, which resolution was made subject to a permissive referendum pursuant to the provisions of Town Law and Municipal Home Rule Law:

**TOWN BOARD AUTHORIZATION FOR OFFICE OF TOWN ATTORNEY
TO PROCEED WITH SALE OF 542 EAST MAIN STREET, RIVERHEAD, NY
(SCTM# 600-129-3-35.2) KNOWN AS EAST LAWN BUILDING,
SUBJECT TO PERMISSIVE REFERENDUM**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

WHEREAS, the 542 East Main Street, Riverhead, NY, SCTM# 600-129-3-35.2 ("Subject Property") was formerly occupied by the Town Historian, Chamber of Commerce, Riverhead Housing Development Corporation and Town of Riverhead Community Awareness Program and for the past six months only the Town Historian remains as an occupant of the building; and

WHEREAS, two years ago, by Resolution #658 adopted on September 4, 2013 and subject to permissive referendum requirements, the Town expressed its desire to eliminate and/or remediate inadequate and inefficient buildings, including 542 East Main Street, and authorized the Town Clerk to publish and post a request for proposals for sale and/or sale with option for Town to lease real property located at 542 East Main Street; and

WHEREAS, while four (4) responses to the Request for Proposals were received, the Town determined, by Resolution #697 adopted on October 7, 2014, that it was in the best interests of the Town to reject the proposals and proceed with the publish and post of a second request for proposals for sale of property located at 542 East Main Street; and

WHEREAS, the Town received two (2) timely responses to the Request for Proposals which were received, opened and read aloud on December 9, 2014 and additional offers after the deadline for submission of proposals; and

WHEREAS, the Town did consider and evaluate all submissions, including the timely responses to the first and second request for proposals and those proposals received after the submission deadline, for such items as purchase price, planned use of the property, proposed renovation of the structure and grounds to preserve the historic character of the structure the Town Board and, by Resolution #184 adopted on March 18, 2015, authorized the Office of the Town Attorney to proceed with

preparation of documents to effectuate the sale subject to certain terms and conditions to Castle Restoration and Construction, however, prior to the completion of negotiations for the contract of sale, Castle Restoration and Construction informed the Town Board that it no longer intended to purchase the subject property; and

WHEREAS, the Town Board, by Resolution #458 adopted on June 16, 2015, authorized the sale to the second bid received in response to the October 2014 Request for Proposals, I'm A Ruralpolitan Inc., under similar terms and conditions, however, during contract negotiations, the Town and I'm A Ruralpolitan Inc. did not reach an agreement as to the terms of the contract and, by Resolution #678 adopted on September 16, 2015, the Town resinded its authorization to proceed with a sale to I'm A Ruralpolitan Inc.; and

WHEREAS, thereafter, the Town Board, by Resolution #709 adopted on October 6, 2015, determined that it was in the best interests of the Town to obtain the services of Cushman & Wakefield Long Island, Inc. to market for sale 542 East Main Street, Riverhead, NY; and

WHEREAS, Cushman & Wakefield Long Island, Inc. did successfully market the property and submitted offers for the purchase of the property to the Town Board for consideration and after such consideration, the Town Board determined that it is in the best interests of the Town to accept the offer submitted by Joseph Petrocelli/J.Petrocelli Contracting Inc.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and accepts the offer to purchase 542 East Main Street, Riverhead, NY submitted by Joseph Petrocelli/J. Petrocelli Contracting Inc. for \$180,000.00 subject to all other terms set forth in the offer including no less than 350 square feet of office space for use by the Town Historian at \$10.00 per square foot per month for three years and an option to extend for an additional three year period at \$10.00 square foot plus 3% increase and the condition that restoration be consistent with and maintain the historic character of the building subject to Joseph Petrocelli/J. Petrocelli Contracting Inc. right to conduct an asbestos inspection within 30 days from the date herein at his sole cost and expense and terminate the contract without penalty if it is determined that asbestos remediation exceeds \$2500.00. This resolution is subject to permissive referendum; and be it further

RESOLVED, that the Town Board authorizes the Office of the Town Attorney to proceed with negotiation and preparation of documents to effectuate the sale subject to the terms set forth above including permissive referendum requirements; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute any documents to effectuate the sale subject to the terms set forth above including permissive referendum requirements; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Joseph Petrocelli/J. Petrocelli Contracting Inc., 100 Comac Street, Ronkonkoma, New York, 11779, Cushman & Wakefield of Long Island, Inc., Attn: David Pannetta, Managing Broker, 401 Broadhollow Road, Suite 301, Melville, NY 11747-4711, and the Office of Town Attorney; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared **WITHDRAWN**

WITHDRAWN

TOWN OF RIVERHEAD

Resolution # 807

AUTHORIZES EXTENSION OF TIME TO REMIT REAL PROPERTY TAXES FOR SENIOR CITIZENS RECEIVING ENHANCED STAR PURSUANT TO SECTION 425 OR SECTION 467 OF NYS RPTL

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Section 925-b of the Real Property Tax Law of the State of New York allows an extension of time to pay real property taxes for certain persons sixty-five years of age or over receiving an exemption pursuant to §425(4) or §467; and

WHEREAS, the law allows for an extension of time of up to five business days without penalty of interest; and

WHEREAS, Receiver of Taxes, Laurie A. Zaneski recognizes the need to assist our seniors in payment of their real property taxes without penalty due to the time lapse between Social Security checks and the May 31, 2016 deadline.

NOW, THEREFORE, BE IT RESOLVED, that the payment of real property taxes for certain persons sixty-five years of age or over receiving an exemption pursuant to §425(4) or §467 of the New York State Real Property Tax Law is hereby extended to June 7, 2016; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Receiver of Taxes and 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

TOWN OF RIVERHEAD

Resolution # 808

**AWARDS BID FOR CALCIUM HYPOCHLORITE TABLETS
FOR USE IN THE RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for calcium hypochlorite tablets; and

WHEREAS, bids were received, opened and read aloud on the 29TH day of October, 2015, at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and place given in the notice to bidders; and

WHEREAS, the bid proposals were reviewed by the Riverhead Water District for compliance with the bid specifications.

NOW, THEREFORE, BE IT RESOLVED, that the bid for calcium hypochlorite tablets be and is hereby awarded to Eagle Control Corp. per the attached bid proposal; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Eagle Control Corp., 23 Old Dock Road, Yaphank, New York, 11980; 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

BID CONTRACT #RWD-2015-22

BID PROPOSAL SHEET

CALCIUM HYPOCHLORITE TABLETS

Approx. annual requirement: 800 50-lb pails \$ 111.50 = Price Per 50-lb. pail

Quantity discount (if offered) \$ 107.50 = Price for (24) 50-lb. pails (one [1] pallet)

\$ 103.50 = Price per 240 50-lb. pails (ten [10] pallets)

COMPANY NAME: _____
Riverhead Water District

Eagle Central Corporation

TOWN OF RIVERHEAD

Resolution # 809

ADOPTS TOWN OF RIVERHEAD 2016 ANNUAL BUDGET

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider the adoption of the Town of Riverhead 2016 Annual Budget; and

WHEREAS, a public hearing was held on the 4th day of November, 2015 at 2:00 p.m., at Town Hall, 200 Howell Avenue, Riverhead, New York; the date, time and place specified in said public notice; and all persons wishing to be heard were heard.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead 2016 Annual Budget is hereby adopted.

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

THE VOTE

Giglio	<input type="checkbox"/> Yes	<input checked="" 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 # 810

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 101 "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-13. Parking time limited. D. Three hours.)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Clerk is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment of Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the November 26, 2015 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 1st day of December, 2015 at 2:00 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 VII

§ 101-13. Parking time limited.

Parking is hereby prohibited for longer than the time limit designated upon any of the following described streets, or portions thereof, and parking fields:

D. Three hours. No vehicle shall park for longer than three hours in the following designated parking lots of the Riverhead Town Parking District ~~from the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday:~~

Parking Area

Location

Peconic Riverfront Parking
Lot (northerly portion)

60 parking stalls located immediately south of the stores that front on the South side of East Main Street between property now known as SCTM #0600-128-6-77 and property now known as SCTM #0600-128-6-71, extending in a southerly direction terminating at the light posts located in said parking lot

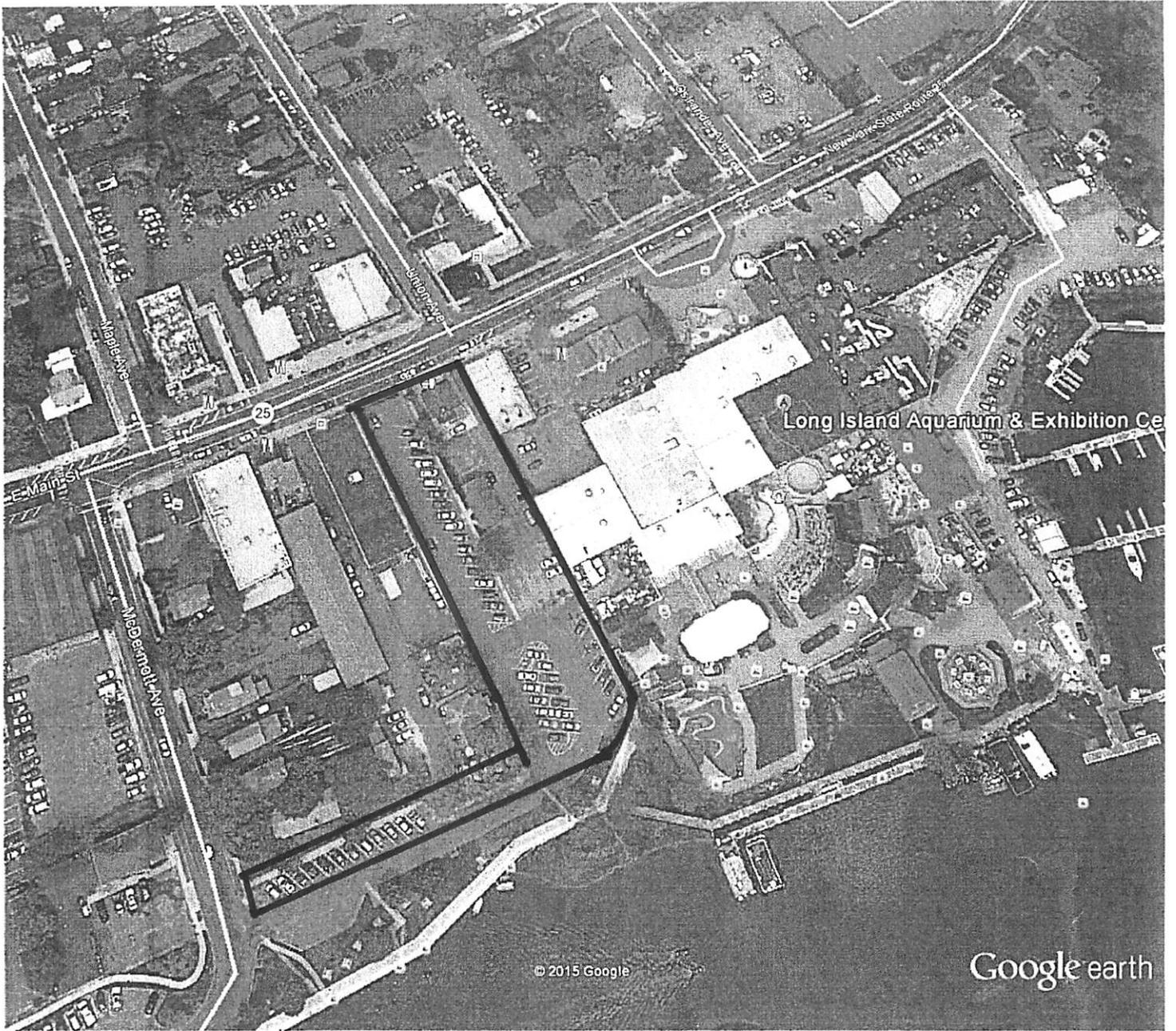
Parking Lot east of the
Salvation Army

Parking lot in its entirety
(Beginning at its intersection with
East Main Street continuing in a
southwesterly direction
terminating at McDermott
Avenue)

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

Dated: Riverhead, New York
November 17, 2015

**BY ORDER OF THE BOARD
OF THE TOWN OF RIVERHEAD
DIANE M. WILHELM, Town Clerk**



Google earth



TOWN OF RIVERHEAD

Resolution # 811

APPOINTS A RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

NOW THEREFORE BE IT RESOLVED, that effective November 17, 2015 this Town Board hereby appoints Faith Johnson-DeSilvia to the position of Call-In Recreation Aide I, Level 1 to be paid the rate of \$8.75 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 # 812

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

ABSTRACT #15-25 November 10, 2015 (TBM 11/17/15)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	1,035,136.90	1,035,136.90
POLICE ATHLETIC LEAGUE	4	787.95	787.95
RECREATION PROGRAM FUND	6	9,441.97	9,441.97
HIGHWAY FUND	111	123,111.76	123,111.76
WATER DISTRICT	112	163,415.33	163,415.33
RIVERHEAD SEWER DISTRICT	114	61,570.63	61,570.63
REFUSE & GARBAGE COLLECTION DI	115	2,755.95	2,755.95
STREET LIGHTING DISTRICT	116	62,600.87	62,600.87
PUBLIC PARKING DISTRICT	117	8,611.93	8,611.93
AMBULANCE DISTRICT	120	235,820.76	235,820.76
EAST CREEK DOCKING FACILITY FUND	122	1,816.41	1,816.41
CALVERTON SEWER DISTRICT	124	7,859.40	7,859.40
RIVERHEAD SCAVENGER WASTE DIST	128	28,884.70	28,884.70
WORKERS' COMPENSATION FUND	173	15,059.63	15,059.63
RISK RETENTION FUND	175	62,981.00	62,981.00
CDBG CONSORTIUM ACCOUNT	181	54,645.00	54,645.00
TOWN HALL CAPITAL PROJECTS	406	7,500.00	7,500.00
WATER DISTRICT CAPITAL PROJECT	412	7,875.00	7,875.00
RIVERHEAD SEWER CAPITAL PROJECT	414	5,451.00	5,451.00
TRUST & AGENCY	735	685,570.70	685,570.70
CALVERTON PARK - C.D.A.	914	262.50	262.50
		2,581,159.39	2,581,159.39

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted