

**RESOLUTION LIST  
MAY 18, 2016**

- Res. #335** Grangebél Park A/K/A Milton Burns Park SSS Walkway Restoration Budget Adoption
- Res. #336** Capital Project Closures
- Res. #337** Riverhead Water District Capital Project #30123 Stoneleigh Woods – Phase IV Budget Adjustment
- Res. #338** 1044 Parkway Street Water Capital Project #30133 Budget Adoption
- Res. #339** Peconic Care Water Capital Project #30135 Budget Adoption
- Res. #340** 2014 Nadel Drive Park Imp #70140 Capital Project Closure
- Res. #341** Authorizing Removal of Fixed Asset Records from System
- Res. #342** Authorizes the Town Clerk to Publish and Post Notice for a Public Hearing for a Change to the Zoning Classification of Certain Parcel Known as 9 Sound Road, Wading River, (SCTM 600-049-02-020.01) from Residence B-80 (RB-80) to Hamlet Center (HC), to Classify the Action as Type II for the Purposes of SEQRA, and Consider an Amendment to the Zoning Map
- Res. #343** Supports and Endorses Pursuit of Suffolk County Downtown Revitalization Round 13 Funding for Downtown LED Lights
- Res. #344** SEQRA Resolution Regarding Application for Suffolk County Downtown Revitalization Round 13 Funding for LED Street Lights
- Res. #345** Authorizes Funding Application to New York State for Downtown Revitalization Initiative
- Res. #346** Authorizes Submission of Letter of Intent and Execution of Contract by the Supervisor for Operation and Maintenance Grant Program to New York State Environmental Facilities Corporation (EFC)
- Res. #347** Rejects Bid for 2016 Fire and Security Alarm Systems Contract and Authorizes Town Clerk to Repost and Republish the Attached Notice to Bidders
- Res. #348** Ratifies the Appointment of a Temporary Clerk to the Tax Receiver's Office (Riane Smith)

- Res. #349** Accepts the Retirement of an Account Clerk Typist (Lorraine Miller)
- Res. #350** Changes the Status of Part-Time Police Officers
- Res. #351** Appoints an Account Clerk Typist (Melissa Boden)
- Res. #352** Appoints an Account Clerk Typist (Karen Levasseur)
- Res. #353** Ratifies the Reinstatement and Reassignment of an Account Clerk Typist (Cheryl Kozakiewicz)
- Res. #354** Sets Salaries for 2016 Summer Personnel for the Recreation Department
- Res. #355** Appoints Seasonal Water Safety Instructors to the Recreation Department
- Res. #356** Appoints Seasonal Lifeguards to the Recreation Department
- Res. #357** Appoints Seasonal Beach Attendants to the Recreation Department
- Res. #358** Appoints a Call-In Recreation Aide to the Recreation Department (Abigail Weir)
- Res. #359** Appoints Call-In Recreation Specialist to the Recreation Department (Lawrence Loesch)
- Res. #360** Appoints Seasonal Beach Manager to the Recreation Department (Bethany Peters)
- Res. #361** Ratifies a Call-In Clerk to the Recreation Department (Caitlyn Peters)
- Res. #362** Authorizes the Selling of the Annual Beach Permits by Angelo's Deli, Baits & Barrels and Warren's Tackle Center
- Res. #363** Authorization to Publish Advertisement for Junk & Abandoned Vehicles for the Town of Riverhead
- Res. #364** Adopts a Local Law to Amend Chapter 95 Entitled, "Taxation" of the Riverhead Town Code (§95-47. Exemption for Landmarks or Properties within Historic Districts)
- Res. #365** Amends Resolution #289 Adopted on April 19, 2016 to Reflect Town Support for County of Suffolk Purchase of Approximately 11 Acres (SCTM #600-68-1-35 and p/o SCTM #600-47-1-3.3) of Vacant Land Located on Main Road, Jamesport, NY (Subject Property) Owned by

**TDG Jamesport Owner, LLC as a Hamlet Park and Agreement to Improve with Parking and Trail/Path and Maintain Subject Property and Improvements**

- Res. #366 Extends Bid Contract for Hauling and Disposal of Dry Cake Sludge and Grit and Screen Waste for Riverhead Sewer District**
- Res. #367 Authorizes the Supervisor to Execute a Professional Services Agreement with Business Automation Services (BAS)**
- Res. #368 Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider the Designation of Certain Structure as a Landmark Pursuant to Chapter 73 Entitled, "Landmarks Preservation" of the Riverhead Town Code (Designation of Preston House as Riverhead Landmark)**
- Res. #369 Amends Resolution #310 of 2016 (Old Castle Retail)**
- Res. #370 Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town's Expanded In-Home Services for the Elderly**
- Res. #371 Authorizes the Supervisor to Execute an Agreement with Kone, Inc. for Elevator Maintenance and Service at the George Young Community Center**
- Res. #372 Approves the Application for Fireworks Permit of Newton Carnivals (Family Festival – June 10, 2016)**
- Res. #373 Approves Chapter 90 Application of North Brookhaven Chamber of Commerce ("22<sup>nd</sup> Annual Duck Pond Day" – Sunday, June 5, 2016)**
- Res. #374 Approves Chapter 90 Application of Peconic Bay Medical Center (Family Festival – June 10<sup>th</sup> through June 12<sup>th</sup>, 2016)**
- Res. #375 Authorization to Publish Advertisement for Snack Vendors for the Town of Riverhead**
- Res. #376 Declares Campo Brothers in Default in Connection with the Subdivision Entitled "Cedar Cove"**
- Res. #377 Ratifies Removal of Bunker**
- Res. #378 Extends Bid Contract for Well and Pump Testing for the Riverhead Water District**

- Res. #379** Extends Bid for Quick Lube Maintenance for Use in the Riverhead Water District
- Res. #380** Extends Contract for Well and Pump Emergency Services for the Riverhead Water District
- Res. #381** Extends Bid Contract for Corrosion Control Chemical for the Town of Riverhead
- Res. #382** Approves Change Order No. 2 Installation of Water Mains & Appurtenances Stoneleigh Woods – Phase 4 Final Construction Cost – Riverhead Water District
- Res. #383** Pays Bills
- Res. #384** Extends Bid Contract for Disposal and Recycling of Municipal Solid Waste
- Res. #385** Authorizing Waiver of 30 Day Notification Required by the New York State Liquor Authority (TGI Fridays)
- Res. #386** Authorizes the Recreation Department to Provide Parking or 4x4 Beach Access Stickers at No Charge to Riverhead Fire Departments and Ambulance Companies

TOWN OF RIVERHEAD

Resolution # 335

**GRANGEBEL PARK AKA MILTON BURNS PARK**  
**SSS WALKWAY RESTORATION**  
**BUDGET ADOPTION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, as a result of Super Storm Sandy the Grangebhel Park (aka Milton L. Burns Park), suffered damages to the walkway requiring total replacement; and

**WHEREAS**, the costs of replacement estimate at \$244,884.00; and

**WHEREAS**, Federal Emergency Management Agency (FEMA) has obligated 90% of the total project cost; and

**WHEREAS**, since New York State (DHSES) has not obligated the remaining 10% of the total project at this time, 10% matching funds would be transferred from the General Fund.

**RESOLVED**, that the Supervisor be, and is hereby authorized to transfer funds from the General Fund and establish the following budget adoption:

		<u>FROM</u>	<u>TO</u>
406.074960.493115.44034	FEMA - AID	220,395.60	
406.095031.481001.44034	Transfer from General Fund	24,488.40	
406.071100.523041.44034	Walkway Restoration		239,384.00
406.099010.595001.44034	Direct Administrative Cost		5,500.00

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting, Police and Engineering Departments.

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT                      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 336**

**CAPITAL PROJECT CLOSURES**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, the following Capital Improvement Projects have not been pursued and require closing;

Capital Project #40212 – 2014 Light Efficiency Program, Pulaski Street  
Capital Project #40213 – 2014 Light Efficiency Program, Town Hall; and

**WHEREAS**, Capital Project #44033 - Donation of Main Street Iron Archway did not incur any costs to the Town and is complete.

**RESOLVED**, that the Town Board hereby authorizes the Accounting Department to close Capital Projects 40212, 40213 and 44033, modify the budgets and return the funds authorized back to the originating source.

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

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 337

RIVERHEAD WATER DISTRICT CAPITAL PROJECT #30123  
STONELEIGH WOODS – PHASE IV

BUDGET ADJUSTMENT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Superintendent of the Water District requests a budget adjustment for additional costs associated with Stoneleigh Woods Retirement Phase IV, Capital Project #30123.

**RESOLVED**, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment:

		<u>FROM</u>	<u>TO</u>
412.083200.524451.30123	Meters & AMR Fees	5,081.20	
412.083200.547900.30123	Contingency	5,827.27	
412.083200.523002.30123	Water Mains/Laterals		10,908.47

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

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

THE VOTE

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT                      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 338**

**1044 PARKWAY STREET**  
**WATER CAPITAL PROJECT #30133**

**BUDGET ADOPTION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, \$16,327.78 has been received by the developer for the installation of water service for 1044 Parkway Street Laundry in Riverhead.

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

	<b><u>FROM</u></b>	<b><u>TO</u></b>
412.092705.421050.30133    Developer Fees	16,327.78	
412.083200.523002.30133    Water Main/Service Installation		16,327.78

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

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

**THE VOTE**

Hubbard <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten ABSENT	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 # 339**

**PECONIC CARE**  
**WATER CAPITAL PROJECT #30135**

**BUDGET ADOPTION**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, \$5,000.00 has been received by EBDK at Calverton LLC for the map and plan of a proposed water main installation for Peconic Care in the Calverton Enterprise Park.

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
412.092705.421050.30135	Developer Fees	5,000.00	
412.083200.543501.30135	Professional Srvc - Engineer		5,000.00

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

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

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2016  
160340

**TOWN OF RIVERHEAD**

**Resolution # 340**

**2014 NADEL DRIVE PARK IMP #70140**

**CAPITAL PROJECT CLOSURE**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Capital Project # 70140, Nadel Drive Park Improvement is considered complete;

**RESOLVED**, that the Town Board hereby authorizes the Accounting Department to close and modify the budgets for Capital Projects 70140.

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

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 341

**AUTHORIZING REMOVAL OF FIXED ASSET RECORDS FROM SYSTEM**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, after a thorough review by the Departments listed below, the following items listed below by department have been deemed broken or unusable and need to be removed from the Town of Riverheads system. The Accounting Department hereby requests that the Town Board authorize the removal of these records from the Fixed Asset system.

**NOW THEREFORE BE IT RESOLVED**, that the Accounting Department is hereby authorized to discard the following items:

<u>Department</u>	<u>Tag#</u>	<u>Description</u>
Building & Grounds	No#	Master Heat Gun
Building & Grounds	No#	Clark Carpet Cleaner
Building & Grounds	24997	Chain Break
Building & Grounds	No#	Red Mac Blower (2008 Epcal)
Community Development	29159	Paper Shredder
Municipal Garage	31571	Water Heater
Information Technology	25790	Monitors
Information Technology	28783	Monitors
Information Technology	26794	Monitors
Information Technology	28846	Monitors
Information Technology	25442	Monitors
Information Technology	24869	Monitors
Information Technology	25434	Monitors
Information Technology	29658	Keyboards
Information Technology	29634	Keyboards
Information Technology	29506	Keyboards
Information Technology	29509	Keyboards
Information Technology	29515	Keyboards
Information Technology	29588	Keyboards
Information Technology	28904	Keyboards
Information Technology	29287	Keyboards
Information Technology	29635	Mouse
Information Technology	29659	Mouse
Information Technology	28911	Mouse
Information Technology	29632	Mouse
Information Technology	30564	Mouse
Information Technology	25910	Mouse

Information Technology	29516	Mouse
Information Technology	26696	Speakers
Information Technology	26697	Speakers
Information Technology	26695	Speakers
Information Technology	26722	Speakers
Information Technology	26719	Speakers
Information Technology	26724	Speakers
Information Technology	26721	Speakers
Information Technology	26720	Speakers
Information Technology	26723	Speakers
Information Technology	29514	PC
Information Technology	29508	PC
Information Technology	29590	PC
Information Technology	30153	PC
Information Technology	30126	PC
Information Technology	25686	Printer
Police	23614	Chair
Seniors	28405	7 1/4" Ryobi Circular Saw
Seniors	25762	56" Projection JVC AV56WP30
Seniors	7722	Pool Table
Sewers	21187	14" Homelite Saw
Town Attorney	27854	Calculator

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 342

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST NOTICE FOR A PUBLIC HEARING FOR A CHANGE TO THE ZONING CLASSIFICATION OF CERTAIN PARCEL KNOWN AS 9 SOUND RD, WADING RIVER, (SCTM 600-049-02-020.01) FROM RESIDENCE B-80 (RB-80) TO HAMLET CENTER (HC), TO CLASSIFY THE ACTION AS TYPE II FOR THE PURPOSES OF SEQR, AND CONSIDER AN AMENDMENT TO THE ZONING MAP**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, it has come to the attention of the Town Board that the parcel located at 9 Sound Rd, Wading River, further described as Suffolk County Tax Map 600-049-02-020.01, to henceforth be referred to as the subject parcel herein, had been incorrectly included in the Residence B-80 (RB80) zoning district; and

**WHEREAS**, the subject parcel had been improved with an automotive vehicle repair garage, prior to the enactment of zoning within the Town of Riverhead; and

**WHEREAS**, the adjacent commercial buildings to the south and east of the subject parcel are zoned as Hamlet Center (HC), a commercial zoning centrally located within the hamlets; and

**WHEREAS**, the Town Board reviewed the 2003 Town Comprehensive Plan, including Figure 6-4, in which the subject parcel was included in the Hamlet Center (HC) zoning district; and

**WHEREAS**, the Town Board wishes to correct the mistake of excluding the subject parcel from the rest of the Hamlet Center (HC) commercial zoning district in Wading River; and

**WHEREAS**, the Planning Department has reviewed the facts and recommended that proposed correction be considered a Type II action.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby declares the zoning correction to be a Type II action for the purposes of SEQR compliance; and be it further

**RESOLVED**, the Town Clerk is hereby authorized to publish the attached public notice of public hearing once in the May 26, 2016 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed change of zone, to be posted on the sign board of the Town; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 7<sup>th</sup> day of June, 2016 at 2:10 o'clock p.m. to consider a change of zone on the motion of the Town Board to alter the zoning on the parcel known as 9 Sound Road, Wading River, New York, also identified as SCTM # 600-049-02-020.001, to Hamlet Center (HC) from the existing Residence B-80 (RB80) Zoning.

Dated: Riverhead, New York  
May 18, 2016

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

TOWN OF RIVERHEAD

Resolution # 343

**SUPPORTS AND ENDORSES PURSUIT OF SUFFOLK COUNTY DOWNTOWN  
REVITALIZATION ROUND 13 FUNDING FOR DOWNTOWN LED LIGHTS**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town of Riverhead is always desirous to improve the economy and quality of life within the Town of Riverhead; and

**WHEREAS**, through the Suffolk County Downtown Revitalization Program, the County of Suffolk participates with local governments in the development, support and funding of projects located in Suffolk County that will have an important and sustainable impact on downtowns and business districts; and

**WHEREAS**, Suffolk County announced Round 14 of the Downtown Revitalization Grant Program to encourage long-term improvements in downtown business districts; and

**WHEREAS**, eligible applicants include chambers of commerce and business improvement districts with municipalities acting as local sponsors; and

**WHEREAS**, the Town of Riverhead Community Development Department has been awarded funding for eleven previous projects on behalf of the Riverhead Chamber of Commerce and the Riverhead Business Improvement District under Rounds 1 – 13 of the Suffolk County Downtown Revitalization Program; and

**WHEREAS**, the Riverhead Business Improvement District has requested grant writing support and sponsorship from the Town of Riverhead to submit a grant funding application to provide funds for site improvements to the Town of Riverhead property along the downtown sidewalks to upgrade and replace aging street lights with more energy efficient LED lights; and

**WHEREAS**, the project meets the requirements and goals and objectives of the program, is consistent with the goals of the East Main Street Urban Renewal Plan (1993 and 2008 update), the Vision Plan for Downtown Riverhead (BID 1995), the Revitalization Strategy for Downtown Riverhead (APPS, June 2000), the Town of Riverhead Comprehensive Plan (2003), Downtown Center-1 zoning district (2004), and the objectives of Smart Growth as recognized by Vision Long Island (2005); and

**WHEREAS**, the project is supported by the Riverhead Business Improvement District and the Riverhead Town Board; and

**WHEREAS**, as part of the application process, the County of Suffolk requires a resolution of the Town Board showing local support for the proposed project; and

**WHEREAS**, upon the County's approval of the project, the Town/Village would be required to enter into an intermunicipal agreement with the County under Article 5-G of the General Municipal Law pursuant to which the Town of Riverhead would be required to undertake and complete the project and the County would be responsible for providing financing for all or part of the cost of the project; and

**WHEREAS**, in order to provide County financing for all or part of the project, the County of Suffolk must obtain a leasehold, easement or other real property interest in the site of the project.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby states its support of the LED Main Street lights upgrade/replacement project proposed by the Town of Riverhead Business Improvement District Association pursuant to the Suffolk County Downtown Revitalization Program through the Town of Riverhead; and be it further

**RESOLVED**, that the Town Board authorizes the Supervisor to sign any and all necessary documents, including but not limited to the required easement/lease documents and an intermunicipal agreement, subject to review and approval of the Town Attorney, to participate in the above referenced program; and be it further

**RESOLVED**, that the Town Board hereby supports and endorses an application to be submitted by the Town of Riverhead Community Development Department and/or the Riverhead Business Improvement District to Suffolk County, the Legislator for the First District, and the Downtown Revitalization Program Citizens Advisory Panel for a project as herein described for a grant amount of \$75,000; and

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide notification of this resolution to the Community Development Department and a copy to Ms. Joanne Minieri, Intergovernmental Relations Coordinator, Suffolk County Department of Economic Development and Workforce Housing, H. Lee Dennison Building, 2nd floor, Hauppauge, NY 11788-0099.

**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**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 344

**SEQRA RESOLUTION REGARDING APPLICATION FOR SUFFOLK COUNTY  
DOWNTOWN REVITALIZATION ROUND 13 FUNDING FOR LED STREET LIGHTS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead and the Town of Riverhead Business Improvement Association wish to make site improvements to Town of Riverhead property downtown streetscapes by upgrading and replacing aging street lights with more energy efficient LED lights on area of less than .5 acres; and

**WHEREAS**, the Town of Riverhead and the Town of Riverhead Business Improvement District are applying to Suffolk County for a Suffolk County Downtown Revitalization Round 14 Grant to fund some of the LED Street lights; and

**WHEREAS**, the Riverhead Planning Department has reviewed the project documentation provided by the Community Development Department and has recommended the directly undertaken action to be considered a Type II Action pursuant to 6NYCRR Part 617.5(c)(1) as maintenance and repair; and

**WHEREAS**, pursuant to 617.3(b), 617.5(a)(1)(i) agency SEQR responsibilities end with this designation with no significance determination being necessary.

**NOW THEREFORE, BE IT RESOLVED**, that Riverhead Town Board declares itself to be the lead agency to upgrade and replace aging street lights with more energy efficient LED lights on Town of Riverhead property along the downtown waterfront parking lot on an area of less than .5 acres, which it declares to be an Type II Action for the purposes of compliance with SEQRA; and

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide notification of this resolution to the Community Development Department and a copy to Ms. Joanne Minieri, Deputy County Executive/Commissioner, Suffolk County Department of Economic Development and Workforce Housing, H. Lee Dennison Building, 2nd floor, Hauppauge, NY 11788-0099.

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 345

**AUTHORIZES FUNDING APPLICATION TO NEW YORK STATE  
FOR DOWNTOWN REVITALIZATION INITIATIVE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, The Downtown Revitalization Initiative (DRI) will invest \$10 million in each of 10 communities ripe for development to transform them into vibrant communities where tomorrow's workforce will want to live, work and raise families; and

**WHEREAS**, the DRI program emphasizes using investments to reinforce and secure additional public and private investments proximal to, and within, downtown neighborhoods, and in doing so will build upon growth spurred by the Governor's Regional Economic Development Councils (REDCs); and

**WHEREAS**, each Region will compete for economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

**WHEREAS**, vibrant Historic Downtown Riverhead is a walkable dynamic neighborhood along the Peconic River located 10 minutes from Calverton Enterprise Industrial Park and has a multitude of diverse assets including Regional Arts & Culture Attractions; Destination Retail, Tourism and Hotels; Suffolk County Courts, College and County Center; proximity to Peconic Bay Medical Center; Multi-modal Transportation and targeted regional job growth, all criteria for the DRI selection; and

**WHEREAS**, Riverhead's revitalization has created a distinctive, diverse community with a strong sense of place poised to become an international destination where dense zoning, sewer and gas availability has generated over \$100 million in public and private investment into housing, hotels, and restaurants and where the Peconic River provides unmatched natural beauty for pedestrian, bicycle and paddler access; and

**WHEREAS**, designation of Downtown Riverhead as the selected downtown under the DRI will implement Long Island Economic Development Regional Council goals identified in the strategic plan to develop the sustainable economies based in high tech, agriculture and tourism to create jobs, enhance tax base, and incentivize private investment in the region; and

**WHEREAS**, the Town of Riverhead Board along with additional public and private partners including Suffolk County, the Town of Southampton, the Town of Riverhead Business Improvement District, the Town of Riverhead Chamber of Commerce, East End Tourism Alliance, amongst others seeks to submit a funding application for the \$10M Downtown Revitalization Initiative; and

**NOW THEREFORE BE IT RESOLVED**, that the Town of Riverhead Board authorizes the submission of the attached DRI funding application for \$10 million to New York State on or before May 20, 2016; and

**BE IT FURTHER RESOLVED**, that the Town Clerk forward copies of this resolution to the Community Development Agency; and

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 346

**AUTHORIZES SUBMISSION OF LETTER OF INTENT AND EXECUTION OF CONTRACT BY THE SUPERVISOR FOR OPERATION AND MAINTENANCE GRANT PROGRAM TO NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (EFC)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the State of New York Environmental Facilities Corporation (EFC) provides assistance to municipalities that provide boat pumpout facilities for marine waste holding tanks and portable toilets; and

**WHEREAS**, funding is available for up to 75%, with a maximum annual grant of \$5,000 for pumpout boats and \$2,000 for stationary facilities; and

**WHEREAS**, it is the policy of the Riverhead Town Board to encourage those practices that minimize hazardous influences on the Peconic Estuary system; and

**WHEREAS**, the Town of Riverhead is eligible for up to \$14,000 in reimbursement for the 2016 season.

**THEREFORE, BE IT RESOLVED**, by the Riverhead Town Board authorizes the Supervisor to submit the letter of intent and execute a contract with EFC.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a copy of this resolution to the Community Development Department and Sgt. Ronald Atkinson.

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 347

**REJECTS BID FOR 2016 FIRE AND SECURITY ALARM SYSTEMS CONTRACT AND  
AUTHORIZES TOWN CLERK TO REPOST AND REPUBLISH THE ATTACHED  
NOTICE TO BIDDERS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town Board did authorize the Town Clerk to post and publish a Notice to Bidders for the 2016 ANNUAL FIRE AND SECURITY ALARM SYSTEMS CONTRACT; AND

**WHEREAS**, one (1) bid was received, opened and read aloud on 6<sup>th</sup> day of May, 2016 at 11:00 am in the Office of the Town Clerk; and

**WHEREAS**, that the Town Board of the Town of Riverhead be and does hereby reject any and all bids received for the 2016 Annual Fire and Security Alarm Contract; and be it further

**WHEREAS**, the Engineering Department, after careful consideration and evaluation of past years response to this bid, recommends that the Town Board exercise its right to reject the sole bid and authorize the Town Clerk to republish and post the bid for 2016 Annual Fire and Security Alarm Systems Contract with the goal of obtaining qualified bids from more than one company to enable the Engineering Department to properly evaluate the ability/history of prospective bidders to provide the quality service and price necessary to serve the best interests of the public; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board be and does hereby authorize the Town Clerk to return any and all bid bonds received in conjunction with this bid; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to repost and republish the attached Notice to Bidders in the May 26, 2016 issue of the official Town newspaper; and be it further

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

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed proposals for the 2016 Annual Fire and Security Alarm Systems Contract will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4 pm on June 9, 2016 and will be publicly opened and read aloud at 11:00 am on June 10, 2016 in the Office of the Town Clerk.

Plans and specifications may be examined and/or obtained on or about May 26, 2016 by visiting the Town of Riverhead website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on Bid Requests.

Bidders are encouraged to visit the Town of Riverhead building sites for further inspection. You can call the Engineering Department at 631-727-3200, Ext. 201 to set up and inspection on either June 1, 2016 or June 2, 2016 at 10 am both days. No prospective bidders will be authorized to inspect town buildings without a town escort. All prospective bidders will be required to bring a business card and a valid NYS driver license.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "2016 Annual Fire and Security Alarm Systems Contract".

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use it discretion to make judgemental determination as to its best estimate the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK  
RIVERHEAD, NY 11901

DATED: May 18, 2016

TOWN OF RIVERHEAD

Resolution # 348

**RATIFIES THE APPOINTMENT OF A TEMPORARY CLERK TO THE TAX  
RECEIVER'S OFFICE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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

**RESOLVED**, that pursuant to a completed background check, this Town Board hereby ratifies the appointment of Riane Smith to the position of temporary clerk effective May 17, 2016 through June 17, 2016 at the hourly rate of \$10.25.

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 349**

**ACCEPTS THE RETIREMENT OF AN ACCOUNT CLERK TYPIST**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town has received notification from the New York State and Local Retirement System of Account Clerk Typist Lorraine Miller's intent to retire effective May 28, 2016.

**RESOLVED**, that this Town Board hereby accepts the retirement of Lorraine Miller.

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 350

**CHANGES THE STATUS OF PART-TIME POLICE OFFICERS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Civil Service Rules and Regulations allow for the employment of Seasonal Police Officers to meet extraordinary or peak demands for Police services during the summer season; and

**WHEREAS**, salary earned by such Seasonal Police Officers is not included in computing the maximum allowable earnings as a part-time employee as per Civil Service Rules and Regulations, thus allowing said Seasonal Police Officers to be employed for more hours during peak demand.

**RESOLVED**, that effective for the period of May 18, 2016 through September 15, 2016 this Town Board hereby changes the status of the following Part-Time Police Officers to Seasonal Police Officers at no change to their hourly rate of pay:

Kaley Castantine, Ryan Figueroa, Christian Hickey, Eduardo Nava, Christopher Pendzick, Christie Smith, Patrick Sheridan, Robert Sproston, Robert Stevens and Shawn Williams .

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 351**

**APPOINTS AN ACCOUNT CLERK TYPIST**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, a vacancy for the position of Account Clerk Typist exists in the Accounting Department; and

**WHEREAS**, the Suffolk County Department of Civil Service has certified a list for the title of Account Clerk Typist, List #16DC190, and said list has been duly canvassed in accordance with civil service regulations; and

**WHEREAS**, based upon a previous interview, a recommendation of a suitable candidate has been received from the Personnel Committee.

**RESOLVED**, pursuant to a completed background investigation, this Town Board hereby appoints Melissa Boden to the position of Account Clerk Typist effective June 6, 2016 at a rate of pay as found on Group Nine, Step P of the CSEA Clerical and Supervisory Salary Schedule.

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 352**

**APPOINTS AN ACCOUNT CLERK TYPIST**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a vacancy for the position of Account Clerk Typist exists in the Accounting Department; and

**WHEREAS**, the Suffolk County Department of Civil Service has certified a list for the title of Account Clerk Typist, List #16DC190, and said list has been duly canvassed in accordance with civil service regulations; and

**WHEREAS**, based upon a previous interview, a recommendation of a suitable candidate has been received from the Personnel Committee.

**RESOLVED**, pursuant to a completed background investigation, this Town Board hereby appoints Karen Levasseur to the position of Account Clerk Typist effective June 6, 2016 at a rate of pay as found on Group Nine, Step P of the CSEA Clerical and Supervisory Salary Schedule.

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 353

**RATIFIES THE REINSTATEMENT AND REASSIGNMENT OF AN  
ACCOUNT CLERK TYPIST**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a vacancy exists for the position of Account Clerk Typist in the Police Department; and

**WHEREAS**, the Town Board wishes to transfer Budget Technician Cheryl Kozakiewicz from the Accounting Department to this vacant position, and the Chief of Police is desirous that she be appointed to same; and

**WHEREAS**, Ms. Kozakiewicz has held the title of Account Clerk Typist on a post-probationary basis during her tenure at the Town of Riverhead, and Civil Service rules and regulations allow for reinstatement to a former title an employee has held on a post-probationary basis.

**RESOLVED** that effective June 20, 2016 this Town Board hereby reinstates Cheryl Kozakiewicz to the title of Account Clerk Typist as found in Group 9, Step 17A of the Clerical and Supervisory Salary Schedule and simultaneously reassigns her to the Police Department effective this same date.

**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**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

05.18.2016  
160354

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 354**

**SETS SALARIES FOR 2016 SUMMER PERSONNEL FOR  
THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead Recreation Department needs to set salaries for 2016 summer recreation personnel

**NOW THEREFORE BE IT RESOLVED**, that effective May 18, 2016, this Town Board sets salaries for 2016 summer personnel for the Recreation Department

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted



**Recreation Department**  
**200 Howell Avenue**  
**Riverhead, NY 11901**  
**(631) 727-5744**

**SUMMER PERSONNEL SALARIES- 2016**

	<u>Lifeguard</u>	<u>WSI</u>	<u>Sum Rec Aide*</u>	<u>Sum Rec Aide II**</u>	<u>Concession/ Beach Attnd</u>	<u>Scorekeeper/ Rec Program Aide</u>
Level I	\$12.25	\$12.50	\$10.00	\$12.25	\$10.00	\$9.00
Level II	\$12.60	\$12.85	\$10.30	\$12.60	\$10.30	\$9.30
Level III	\$13.00	\$13.25	\$10.60	\$13.00	\$10.60	\$9.60
Level IV	\$13.40	\$13.65	\$10.90	\$13.40	\$10.90	\$9.85
Level V	\$13.80	\$14.05	\$11.20	\$13.80	\$11.20	\$10.15
Level VI	\$14.20	\$14.45	\$11.55	\$14.20	\$11.55	\$10.45
Level VII	\$14.65	\$14.90	\$11.90	\$14.65	\$11.90	\$10.75

	<u>Summer Rec. Program Leader</u>	<u>Asst Beach Manager</u>	<u>Beach Manager</u>	<u>Head Lifeguard</u>
Level I	\$14.50	\$11.50	\$15.25	\$14.70
Level II	\$14.95	\$11.85	\$15.70	\$15.15
Level III	\$15.40	\$12.20	\$16.20	\$15.60
Level IV	\$15.85	\$12.60	\$16.70	\$16.10
Level V	\$16.30	\$13.00	\$17.20	\$16.60
Level VI	\$16.80	\$13.40	\$17.70	\$17.10
Level VII	\$17.30	\$13.80	\$18.25	\$17.60

**NOTE:** The above salaries are listed on a per hour basis. New Hires can begin at a maximum level 3 (based on experience)

\*Summer Rec Aide/Summer Rec Aide II with current CPR certification (approved by Dept. of Health for Camp) will be paid an additional \$.25 per hour.

\*\*Summer Rec Aide II – must possess valid teaching certificate.

+Salary increase will be determined by reaching a minimum level of hours worked (by category) combined with a positive evaluation. Can jump (2) levels (maximum) with an outstanding evaluation.

Each level beyond level VII will increase by 3%.

TOWN OF RIVERHEAD

Resolution # 355

**APPOINTS SEASONAL WATER SAFETY INSTRUCTORS TO  
THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Water Safety Instructors (WSI's) are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective June 15, 2016 through and including September 15, 2016, this Town Board hereby appoints the attached list of Water Safety Instructors to the Recreation Department

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS**  
**05.18.2016 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Iannacchino	Cristina	WSI	III	06.15.2016	09.15.2016	\$13.25
Imwalle	Johanna	WSI	VII	06.15.2016	09.15.2016	\$14.90
Loesch	Lawrence IV	WSI	V	06.15.2016	09.15.2016	\$14.05
Loesch	Taylor	WSI	I	06.15.2016	09.15.2016	\$12.50
Yavaldakis	John	WSI	I	06.15.2016	09.15.2016	\$12.50

**TOWN OF RIVERHEAD**

**Resolution # 356**

**APPOINTS SEASONAL LIFEGUARDS TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Lifeguards are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective May 19, 2016 through and including September 15, 2016, this Town Board hereby appoints the attached list of Lifeguards to the Recreation Department

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT                      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
05.18.2016 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Anderson	Emily	Lifeguard	III	05.28.2016	09.15.2016	\$13.00
Kaden	Badalian	Lifeguard	III	05.28.2016	09.15.2016	\$13.00
Behr	Michelle	Lifeguard	I	05.28.2016	09.15.2016	\$12.25
Clark	Brian	Lifeguard	II	05.28.2016	09.15.2016	\$12.60
Fernandes	Alana	Lifeguard	VI	05.28.2016	09.15.2016	\$14.20
Fernandes	Cara	Lifeguard	V	05.28.2016	09.15.2016	\$13.80
Hays	Alexandra	Lifeguard	II	05.28.2016	09.15.2016	\$12.60
Hegermiller	Katherine	Lifeguard	I	05.28.2016	09.15.2016	\$12.25
Iannacchino	Cristina	Lifeguard	III	05.28.2016	09.15.2016	\$13.00
Iannacchino	Paul	Lifeguard	VI	05.28.2016	09.15.2016	\$14.20
Imwalle	Johanna	Lifeguard	VII	05.28.2016	09.15.2016	\$14.65
Joesph	Megan	Lifeguard	I	05.28.2016	09.15.2016	\$12.25
Kelly	Madeline	Lifeguard	II	05.28.2016	09.15.2016	\$12.60
Kollmer	Charles	Lifeguard	V	05.28.2016	09.15.2016	\$13.80
Loesch	Lawrence IV	Lifeguard	V	05.28.2016	09.15.2016	\$13.80
Loesch	Taylor	Lifeguard	I	05.28.2016	09.15.2016	\$12.25
McCormick	Conor	Lifeguard	II	05.28.2016	09.15.2016	\$12.60
McNamara	Aidan	Lifeguard	II	05.28.2016	09.15.2016	\$12.60
Ohrtman	Kaitlyn	Lifeguard	I	05.28.2016	09.15.2016	\$12.25
Plitt	Casey	Lifeguard	I	05.28.2016	09.15.2016	\$12.25
Plitt	Erin	Lifeguard	III	05.28.2016	09.15.2016	\$13.00
Santoro	Madison	Lifeguard	II	05.28.2016	09.15.2016	\$12.60
Thomas	Kerry	Lifeguard	II	05.28.2016	09.15.2016	\$12.60
Vail	John	Lifeguard	VI	05.28.2016	09.15.2016	\$14.20
Vail	Timothy	Lifeguard	III	05.28.2016	09.15.2016	\$13.00
Waters	Garrett	Lifeguard	I	05.28.2016	09.15.2016	\$12.25
Weir	Benjamin	Lifeguard	II	05.28.2016	09.15.2016	\$12.60
Yavaldakis	John	Lifeguard	I	05.28.2016	09.15.2016	\$12.25

TOWN OF RIVERHEAD

Resolution # 357

**APPOINTS SEASONAL BEACH ATTENDANTS TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Beach Attendants are needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective May 19, 2016 through and including September 15, 2016, this Town Board hereby appoints the attached list of Beach Attendants to the Recreation Department

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
05.18.2016 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Anderson	Maria	Beach Attendant	II	05.19.2016	09.15.2016	\$10.30
Baron	Amanda	Beach Attendant	II	05.19.2016	09.15.2016	\$10.30
Baron	Christian	Beach Attendant	I	05.19.2016	09.15.2016	\$10.00
Bonne	Jason	Beach Attendant	I	05.19.2016	09.15.2016	\$10.00
Brunskill	Denise	Beach Attendant	II	05.19.2016	09.15.2016	\$10.30
Czelatka	Amelia	Beach Attendant	VIII	05.19.2016	09.15.2016	\$12.25
Harden	Jordan	Beach Attendant	I	05.19.2016	09.15.2016	\$10.00
Kelly	Caroline	Beach Attendant	I	05.19.2016	09.15.2016	\$10.00
Latour	Brenna	Beach Attendant	II	05.19.2016	09.15.2016	\$10.30
Montefusco	Cole	Beach Attendant	I	05.19.2016	09.15.2016	\$10.00
Mottern	Sara	Beach Attendant	III	05.19.2016	09.15.2016	\$10.60
Perry	Edwin	Beach Attendant	I	05.19.2016	09.15.2016	\$10.00
Peters	Caitlyn	Beach Attendant	IV	05.19.2016	09.15.2016	\$10.90
Purick	Jessica	Beach Attendant	II	05.19.2016	09.15.2016	\$10.30
Rempe	Adam	Beach Attendant	II	05.19.2016	09.15.2016	\$10.30
Sacchitello	Christina	Beach Attendant	III	05.19.2016	09.15.2016	\$10.60
Schiller	Michael	Beach Attendant	I	05.19.2016	09.15.2016	\$10.00
Vanston	Karla	Beach Attendant	III	05.19.2016	09.15.2016	\$10.60

**TOWN OF RIVERHEAD**

**Resolution # 358**

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

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

**NOW THEREFORE BE IT RESOLVED**, that effective May 19, 2016 this Town Board hereby appoints Abigail Weir to the position of Call-In Recreation Aide I, Level 2, to be paid the rate of \$9.30 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**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 359

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Recreation Specialist- Lifeguard Instructor is needed by the Riverhead Town Recreation Department,

**NOW THEREFORE BE IT RESOLVED**, that effective May 19, 2016 through and including September 15, 2016, this Town Board hereby appoints Lawrence Loesch to the position of Call-In Recreation Specialist, Level I, to be paid the rate of \$22.00 per hour and

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 360**

**APPOINTS SEASONAL BEACH MANAGER TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Beach Manager is needed by the Riverhead Town Recreation Department for seasonal work at the Town Beaches

**NOW THEREFORE BE IT RESOLVED**, that effective May 19, 2016 through and including September 15, 2016, this Town Board hereby appoints Bethany Peters to the position of Beach Manager Level II, to be paid the rate of \$15.70 per hour and

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 361**

**RATIFIES A CALL-IN CLERK TO THE RECREATION DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, a Call-In Clerk is needed by the Riverhead Town Recreation Department.

**NOW THEREFORE BE IT RESOLVED**, that effective May 10, 2016 this Town Board hereby ratifies the appointment of Caitlyn Peters to the position of Call-In Clerk to be paid the rate of \$14.00 per hour to the Recreation Department and

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 362

**AUTHORIZES THE SELLING OF THE ANNUAL BEACH PERMITS BY ANGELO'S DELI, BAITS & BARRELS AND WARREN'S TACKLE CENTER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, Baits & Barrels, located at 1315 West Main Street, Riverhead, NY 11901; Angelo's Deli, located at 737 Husle Landing Rd, Wading River, NY 11792 and Warren's Tackle Center, located at 548 Main Road, Aquebogue, NY 11931 request to sell daily non-resident beach permits at their facilities from May 18, 2016 through November 15, 2016 without any reimbursement or services being charged.

**BE IT FURTHER RESOLVED**, the Town Board of Riverhead hereby authorizes Angelo's Deli, Baits & Barrels and Warren's Tackle Center Deli to sell daily non-resident beach permits at prices set by the Riverhead Recreation Department.

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 363

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR JUNK & ABANDONED VEHICLES FOR THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilwoman Hubbard

**WHEREAS**, the Town Clerk is authorized to publish and post a notice to bidders for proposals for JUNK & ABANDONED VEHICLES for the Town of Riverhead and;

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the MAY 26<sup>TH</sup>, 2016 issue of the News Review.

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Was Duly Declared **WITHDRAWN**

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

The Town of Riverhead is seeking sealed bids from bidders for the purchase of JUNK & ABANDONED VEHICLES in the Town of Riverhead, Riverhead, New York. The bids will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 AM on JUNE 6<sup>TH</sup>, 2016 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on MAY 26<sup>TH</sup>, 2016 on the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov), click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked JUNK & ABANDONED VEHICLES. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 364

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 95 ENTITLED,  
"TAXATION" OF THE RIVERHEAD TOWN CODE  
(§95-47. Exemption for Landmarks or Properties within Historic Districts)**

Councilman Hubbard 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 95, entitled "Taxation" of the Riverhead Town Code of the Code of the Town of Riverhead ("Town Code"); and

**WHEREAS**, the Riverhead Planning Department has reviewed the proposed amendment and recommended that it be considered a Type II action pursuant to 6 NYCRR Part 617.5(c) (20) & (27) as routine or continuing administration and management and the adoption of policies in connection therewith; and

**WHEREAS**, pursuant to 617.3(f), 617.5(a) and 617.6(a) (1) (i), agency SEQR responsibilities end with this designation with no significance determination being necessary; and

**WHEREAS**, a public hearing was held on the 3<sup>rd</sup> day of May, 2016 at 2:05 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board declares itself to be the lead agency for purposes of amending Chapter 95 entitled, "Taxation" of the Town Code and hereby classifies same to be a Type II action for purposes of SEQR compliance; and be it further

**RESOLVED**, that the local law amending Chapter 95 entitled, "Taxation" of the Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      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 95 of the Riverhead Town Code entitled, "Taxation" at its regular meeting held on May 18, 2016. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 95  
TAXATION  
ARTICLE X**

**Exemption for Landmarks or Properties within Historic Districts.**

**§95-47. Exemption granted.**

Landmarks or properties located within an Historic District, as designated pursuant to § 73-4. et seq. of the Town Code defined hereafter, shall be exempt from taxation and special ad valorem levies to the extent of any increase in value attributable to such alteration or rehabilitation pursuant to the following schedule:

<u>Year of Exemption</u>	<u>Percentage of Exemption</u>
<u>1</u>	<u>100%</u>
<u>2</u>	<u>100%</u>
<u>3</u>	<u>100%</u>
<u>4</u>	<u>100%</u>
<u>5</u>	<u>100%</u>
<u>6</u>	<u>80%</u>
<u>7</u>	<u>60%</u>
<u>8</u>	<u>40%</u>
<u>9</u>	<u>20%</u>
<u>10</u>	<u>0%</u>

**§95-48. Requirements.**

No such exemption shall be granted for such alterations or rehabilitation unless all of the following criteria are met:

- A. Such property must be designated as a landmark pursuant to Article III of Chapter 73 of the Town Code of the Town of Riverhead or be property that is located in and contributes to the character of a designated historic district, created pursuant to Article III of Chapter 73 of the Town Code of the Town of Riverhead.
- B. Alteration or rehabilitation of exteriors must meet guidelines and review standards established in Article IV of Chapter 73 of the Town Code of the Town of Riverhead.
- C. Alteration and rehabilitation of exteriors are approved by the Town's Landmarks and Historic Districts Board prior to commencement of work.
- D. Alteration or rehabilitation must be for the purpose of historic preservation. For purposes of qualifying for an exemption pursuant to this article, alterations and rehabilitation shall be deemed to be for the purpose of historic preservation if:
  - (1) Only exterior work is involved; or

(2) At least 20% of the total cost of the project is directly attributable to exterior work and/or work that enhances the structural stability or structural integrity of the property; provided, however, that such portion of interior work done for the purpose of converting property from a one- or two-family dwelling to a multiple dwelling, as defined in the Code of the Town of Riverhead, and any increases in value resulting from such conversion shall not qualify for the exemption; or

(3) The project returns to a permitted use under the zoning which has not been used for a permissible purpose under applicable zoning ordinances for a continuous period of at least two years.

- E. Alterations of rehabilitation must be commenced subsequent to the effective date of this article.
- F. This exemption shall be granted only by application of the owner or owners of such historic real property on a form prescribed by the Commissioner. The application shall be filed with the Assessor on or before the appropriate taxable status date of the Town.
- G. Such exemptions shall be granted where the Assessor is satisfied that the applicant is entitled to an exemption pursuant to this section. The Assessor shall approve such application, and such property shall thereafter be exempt from taxation and special ad valorem levies to the extent of any increase in value attributable to such alteration or rehabilitation and as provided in the schedule established in § 95-47 of this article commencing with the assessment roll prepared on the basis of the taxable status date referred to in § 97-48 F. of this article. The assessed value of any exemption granted pursuant to this section shall be entered by the Assessor on the assessment roll with the taxable property, the same amount of the exemptions shown in a separate column.

- Underline represents addition(s)

Dated: Riverhead, New York  
May 18, 2016

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

**DIANE M. WILHELM, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 365

**AMENDS RESOLUTION #289 ADOPTED ON APRIL 19, 2016 TO REFLECT TOWN SUPPORT FOR COUNTY OF SUFFOLK PURCHASE OF APPROXIMATELY 11 ACRES (SCTM #600-68-1-35 AND p/o SCTM #600-47-1-3.3) OF VACANT LAND LOCATED ON MAIN ROAD, JAMESPORT, NY (SUBJECT PROPERTY) OWNED BY TDG JAMESPORT OWNER, LLC AS A HAMLET PARK AND AGREEMENT TO IMPROVE WITH PARKING AND TRAIL/PATH AND MAINTAIN SUBJECT PROPERTY AND IMPROVEMENTS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the owner of a parcel of property situated on Main Road, Jamesport, New York, described as SCTM #600-68-1-35 and p/o SCTM # 600-47-1-3.3 and hereinafter referred to as “subject property”, has offered the subject property for sale to the County of Suffolk; and

**WHEREAS**, by Resolution #289 adopted on April 19, 2016, the Town of Riverhead expressed its support for the County of Suffolk willingness to purchase the property and designate the preservation goal of the subject property as a hamlet park with improvements designed to enhance the pedestrian-friendly nature of the community, provide outdoor activities, including playgrounds and public gathering space, and public access to any or all such improvements subject to the Town of Riverhead’s agreement to partner with the County of Suffolk in the acquisition such that the Town would commit to enter into an agreement with the County of Suffolk for the management of the property and any improvements that the County of Suffolk may make on or to the subject property in the future; and

**WHEREAS**, the County of Suffolk has requested that the Town amend its support for the purchase of the subject property to amend the description of the subject property to include a portion of SCTM # 600-47-1-3.3 (approximately 1.5 acre +-) which has been reported as a site with historical and archeological significance and to amend the terms of the County/Town partnership to reflect the Town’s willingness to undertake improvements consistent with “hamlet park” designation (i.e. parking and walking trails) and thereafter maintain the property and improvements, in perpetuity.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead amends Resolution #289 adopted on April 19, 2016 to reflect the Town’s support for the County of Suffolk’s acquisition of property described as SCTM #600-68-1-35 and p/o SCTM # 600-47-1-3.3 for preservation as a hamlet park and agrees to partner with the County of Suffolk in the acquisition such that the Town will commit to improve the subject property with parking area and walking trail (as depicted on the annexed project plan) with such improvements to be performed/completed in phases and in an amount not to exceed \$10,000; maintain the subject property and improvements in perpetuity and preserve the one acre (+\_) designated as a site with

historical and archeological significance and declare said area as “non-disturbance” area.; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Hon. Al Krupski, Suffolk County Legislator, 423 Griffing Avenue, Suite 2, Riverhead, NY 11901 and Laretta Fischer, Principal Environmental Analyst, S.C. Dept. of Planning, P.O. Box 6100, Hauppauge, NY 11788; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

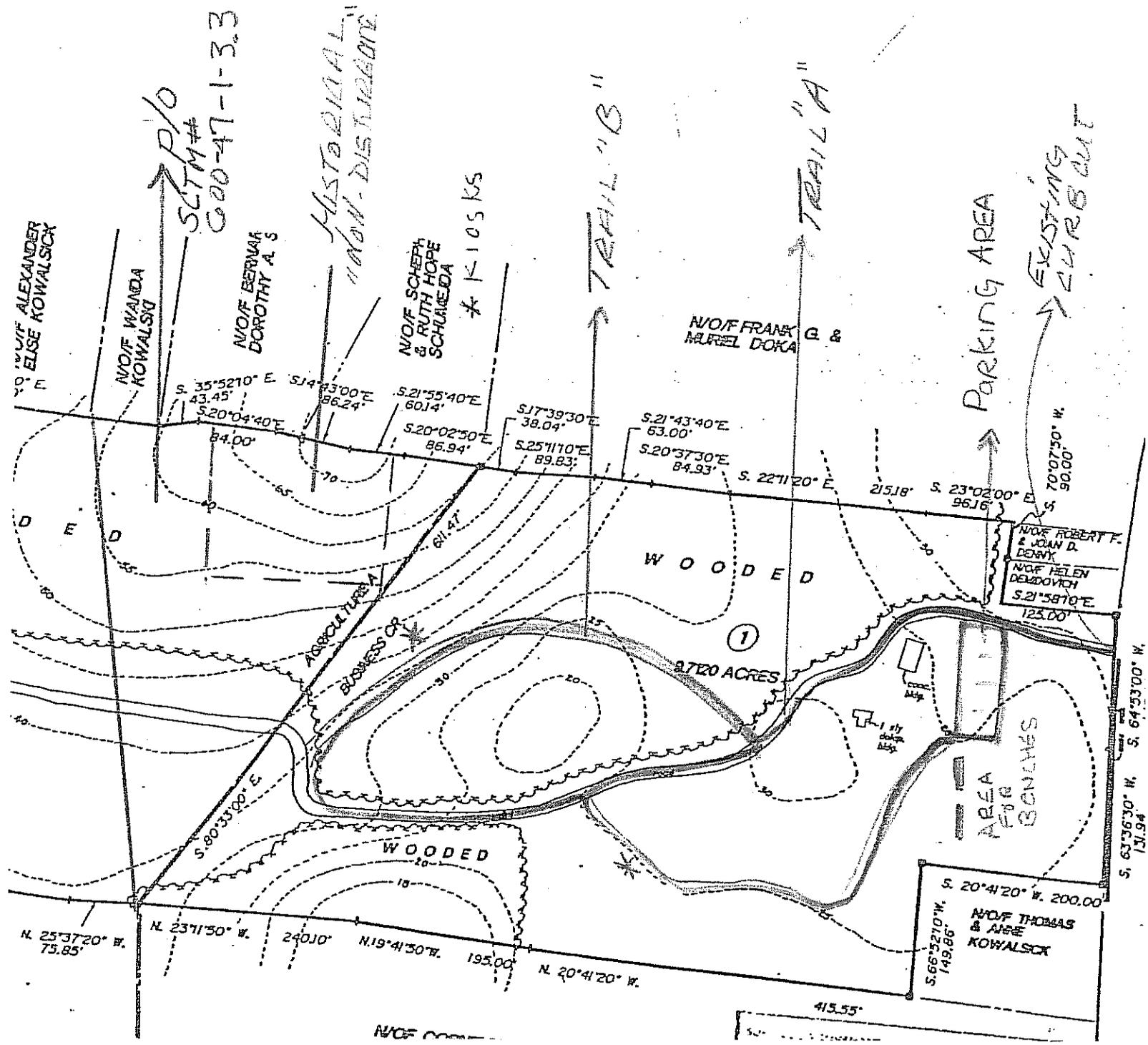
The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD PROJECT PLAN TO SUPPORT COUNTY OF SUFFOLK  
PURCHASE OF PROPERTY DESCRIBED AS SCTM #600-68-1-35 AND p/o SCTM  
#600-47-1-3.3 FOR HAMLET PARK**

The subject property (SCTM #600-68-1-35 and p/o SCTM #600-47-1-3.3) is located in the historic hamlet of Jamesport. Pursuant to the goals identified in the Town of Riverhead Comprehensive Master Plan to wit: preservation and creation of parks and community facilities, create walking environment, and identification of the subject property as a site for a "potential park, school or library site". The Town Board desires to support the efforts of the County of Suffolk related to the preservation of and designation as a "hamlet park". The County willingness to preserve the subject property requires the Town of Riverhead to commit to make improvements consistent with the hamlet park designation and maintain such improvements.

The Town's project plan for the subject property includes improvements necessary to create a small parking area utilizing the area of the former residence, driveway and existing curb cut along Route 25 (Main Road). The Town will create a pedestrian walking trail to traverse a portion of the subject property described as SCTM #600-68-1-35. (A depiction of the project plan is super-imposed on the survey of the subject parcel). The portion of the subject property described as SCTM #600-47-1-3.3 will be designated a non-disturbance area to protect and preserve the historical and archeological significance of this portion of the subject property. In addition to the above, the Town will seek to locate benches along the path and kiosks describing the history of the Jamesport and the archeological/ancient burial site.

The Town will undertake and complete the improvements in a manner to best maintain the natural character of the property and locate access and parking improvements in area of previous disturbance and locate pedestrian trails in area that highlights the open space and natural features of the property. The improvements will be scheduled and completed in phases such that Phase I will include access (entrance) and parking area with a completion date of June of 2017; Phase II will include a portion of the walking trail (Trail "A") and benches with a completion date of June 2018; and Phase III will include completion of the walking trail (Trail "B") and location of kiosks with a completion date of June 2019.



TOWN OF RIVERHEAD

Resolution # 366

**EXTENDS BID CONTRACT FOR HAULING AND DISPOSAL OF DRY CAKE  
SLUDGE AND GRIT AND SCREEN WASTE FOR RIVERHEAD SEWER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, by Town Board Resolution #447 adopted on June 17, 2014, the Town Board awarded the bid for Hauling and Disposal of Dry Cake Sludge and Grit and Screen Waste for Riverhead Sewer District to American Waste Management for a two (2) year contract; and

**WHEREAS**, the contract provided that the Town of Riverhead have the option of extending the contract term for two (2) additional one (1) year periods; and

**WHEREAS**, the Town Sewer District Superintendent has requested the contract with American Waste Management be extended for one (1) year beginning July 1, 2016; and

**WHEREAS**, American Waste Management has agreed to extend the contract for Hauling and Disposal of Dry Cake Sludge and Grit and Screen Waste for Riverhead Sewer District for one (1) year beginning July 1, 2016 subject to the same terms and conditions set forth in the original contract.

**NOW THEREFORE BE IT RESOLVED**, that the contract with American Waste Management be extended for one (1) year beginning July 1, 2016 under the same terms and conditions set forth in the original contract; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to American Waste Management, One American Way, Warren, OH 44484-5555; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 367

**AUTHORIZES THE SUPERVISOR TO  
EXECUTE A PROFESSIONAL SERVICES AGREEMENT  
WITH BUSINESS AUTOMATION SERVICES (BAS)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Business Automation Services, Inc. (BAS) has submitted a proposal to provide for the installation and implementation of Integrated Property System software as outlined in proposal dated February 8, 2016 attached for the sum of \$44,160.00; and

**WHEREAS**, as part of the proposal, BAS has offered to carry out data conversion as for the sum of \$5,600.00.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with BAS for a total sum not to exceed \$49,760.00 in substantially the form attached; and be it further

**RESOLVED**, that Town Clerk the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Business Automation Services, Inc., 661 Plank Road, Clifton Park, New York 12065; 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**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the        day of        2016 between the TOWN OF RIVERHEAD, (hereinafter “Town”) a municipal corporation with offices located at 200 Howell Avenue, Riverhead, New York, 11901, and BUSINESS AUTOMATION SERVICES, INC. (hereinafter “BAS”), a corporation existing under the laws of the State of New York, with a principal place of business at 661 Plank Road, Clifton Park, New York 12065.

### WITNESSETH:

WHEREAS, the Town has requested the services of BAS for the purposes of providing computer services to the Town Attorney’s office.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.     Scope of services

That BAS shall provide, at the Town’s request, installation and configuration software/services consisting of the following: (a) Building Permit & Inspection Tracking and Code Enforcement/Complaint Tracking (collectively the “Integrated Property System”); (b) annual software license for the Integrated Property System; and (c) up to forty (40) hours of labor for the conversion of existing data maintained by building and code enforcement department onto the Integrated Property System.

The services provided by BAS are set forth in further detail in Data Conversion Proposal and Integrated Property System Proposal, “Integrated Property System Quotation” dated February 8, 2016 with supplements and which proposal is incorporated into this Agreement and made part of this Agreement as Schedule A. All work outlined in this scope of work is to be performed during normal business hours (Monday through Friday, 8:30 A.M. – 4:30 P.M.), with the exception of work which will be performed during the change control windows.

2.     Compensation for service

As compensation for such services, the Town will pay BAS for professional services as follows: a) fixed cost consulting services for data conversion, including programming and testing in sum of five thousand six hundred and 00/100 dollars (\$5,600.00); and b) fixed cost consulting services and license fee for the configuration implementation of Integrated Property System in a sum not to exceed forty-four thousand one hundred sixty and 00/100 dollars (\$44,160.00), payable in three (3) installments as follows: (i) An initial payment of five thousand six hundred and 00/100 dollars (\$5,600.00) due with 15 days of this Agreement being signed by all parties; (ii) a second payment in the sum of nineteen thousand eighty and 00/100 dollars (\$19,080.00) due six (6) months from date of the signed Agreement; and (iii) a third and final payment in the sum of nineteen

thousand eighty and 00/100 dollars (\$19,080.00) due twelve (12) months from the date of the Agreement. The Town shall not have any liability for any other expenses or costs incurred by BAS except those set forth in this Agreement and as set forth in Schedule A. The full cost of all professional services in accordance with this Agreement and other services as may be required shall not exceed the sum of forty-nine thousand seven hundred and 00/100 dollars 49,700.00 Dollars unless the Town and BAS shall otherwise agree in writing as set forth herein.

BAS shall notify the Town in writing providing a description of the additional services it proposes to provide together with an explanation as to why the additional services are necessary. In no event shall BAS perform any additional services without the prior written agreement of the Town Board. BAS shall complete its obligations hereunder no later than sixty days from the date hereof unless the Town and BAS shall agree otherwise in writing. BAS shall supply information regarding services they have performed as may be requested from time to time by the Town.

BAS shall submit invoices to the Town prior to the due date of each invoice but not later than seven (7) days before each due date and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and pay BAS within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not completed, after notification to BAS unless the Schedule is extended for reasons beyond the control of BAS, including extra agency review or other unanticipated events.

3 Term of Agreement

The Agreement shall commence on June 1, 2016 and continue to and including May 31, 2017, unless sooner terminated as provided in this Agreement.

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, BAS shall be compensated only for the value of services and expenses incurred in accordance with this agreement.

4. Modifications to Agreement

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

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

shall require the payment of additional compensation, BAS must obtain the written approval of three members of the Town Board by resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between BAS and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or Schedule A annexed hereto and made a part hereof.

5. Performance of Professional Services

BAS will perform its service hereunder in a timely manner. BAS shall not be responsible for delays occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

BAS shall be entitled to rely on information provided by the Town to BAS.

BAS shall perform its services in accordance with the professional standards applicable to the services being provided by BAS, i.e. information technology, at the time such services are rendered.

All drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

Except as otherwise provided herein, the parties agree that BAS liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Exhibit A and any modifications made thereto.

6. BAS understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential or sensitive Town documents and/or records. BAS agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. BAS agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of confidential Town documents. BAS shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

7. Notices

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Sean M. Walter, Supervisor,

200 Howell Avenue, Riverhead, New York 11901; or (ii) to BAS if mailed by certified mail, postage prepaid to Business Automation Services, Inc., Attention: Robert Vitti, Vice President, 661 Plank Road, Clifton Park, New York 12065.

8. Compliance with Laws

BAS shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. BAS will notify Town immediately if BAS's work for Town becomes the subject of a government audit or investigation. BAS will promptly notify Town if BAS is indicted, suspended or debarred. BAS represents that BAS has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, BAS agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. BAS may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying BAS's professional and technical discipline.

9. Insurance, indemnity and liability

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

10. Conflict of Interest

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

11. Disclosure

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

12. Controlling Law

This Agreement shall be construed according to the laws of the State of New York. This Agreement shall be construed and interpreted in all respects in accordance with the laws of the State of New York. The parties agree that the exclusive jurisdiction for all actions or claims, which may arise under, in relation to, or as a result of this Agreement shall be the state and/or federal courts located within the County of Suffolk and State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

TOWN OF RIVERHEAD

BAS COMPUTING, INC.

By: \_\_\_\_\_  
Sean M. Walter, Supervisor

By: \_\_\_\_\_  
Robert Vitti, Vice-President

TOWN OF RIVERHEAD  
INTEGRATED PROPERTY SYSTEM  
PROPOSAL



FEBRUARY 2016



**"Transforming the way government works"**

661 Plank Road • Clifton Park • New York • 12065 • Phone 518-371-6869 • Fax 518-371-8207

2/8/2016

# TOWN OF RIVERHEAD

## INTEGRATED PROPERTY SYSTEM QUOTATION

### SOFTWARE/SERVICES:

### SITE LICENSE

Integrated Property System:		\$30,000
Building Permit & Inspection Tracking (\$15,000)		
Code Enforcement/Complaint Tracking (\$15,000)		
	Subtotal:	\$30,000
Implementation Services:		\$8,160
Project Management (\$1,920)		
<b>(Needs/Work Flow Analysis, System</b>		
<b>Integration, 2 days excluding travel expenses)</b>		
Installation Support & Training (\$3,840)		
<b>(4 days excluding travel expenses)</b>		
System Configuration (\$2,400)		
<b>(2 1/2 days- BAS offices)</b>		
	<b>Total Software/Services:</b>	<b>\$38,160</b>
	Annual Software Support & Maintenance Fee:	\$6,000
	<b>(See Note #2)</b>	
	<b>Total 1<sup>st</sup> Year Investment:</b>	<b>\$44,160</b>



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2/8/2016

# **TOWN OF RIVERHEAD**

## **INTEGRATED PROPERTY SYSTEM QUOTATION**

### **SOFTWARE/SERVICES:**

### **DATA CONVERSION**

Integrated Property System:

Implementation Services:

\$5,600

Data Conversion\*

40 hours total, includes programming and QA (testing)

**Total Services:**

**\$5,600**

\* The BAS professional rate for consulting, systems analysis, custom software development or technical support is \$140 per hour; estimates will be provided in advance for client approval before this type of work would be initiated.



***“Transforming the way government works”***

661 Plank Road • Clifton Park • New York • 12065 • Phone 518-371-6869 • Fax 518-371-8207

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2/8/2016

**PAYMENT PLAN:**

As discussed during our meeting, BAS will gladly extend a payment plan as follows:

Initial Payment- \$6,000 due within 15 days of contract execution  
Second Payment- \$19,080 due 6 months from date of signed contract  
Third Payment- \$19,080 due 12 months from date of signed contract

The Annual Maintenance & Support Fee is due by March 1st of each year

**DATA CONVERSION:**

\$5,600 - See enclosed Quote - due 90 days from date of signed contract

**Implementation of IPS- Target Date:**

The system can be installed and operational within 60 days of signed contract.

Immediately upon approval, BAS will schedule an onsite analysis visit; request the RPS.DB & RPS.log files as well as all department forms, fee types and associated fee structure so that our software professionals can begin the database configuration.



## Requirements (Database Host)

	Minimum (1-20 Users)	Optimal (20+ Users)
<b>Operating System</b>	Windows 7+, Windows Server 2008+ (32 or 64 bit) <sup>2</sup>	
<b>Database Backend</b>	Microsoft SQL Server Express 2008, 2008 R2	Microsoft SQL Server Standard 2008, 2008 R2
<b>Processor</b>	2 GHz	2 GHz Multi Core
<b>Memory</b>	4 GB	8+ GB
<b>Local Storage</b>	20 GB <sup>3</sup>	50 GB <sup>3</sup>
<b>Backup Storage</b>	10 GB <sup>4</sup>	30 GB <sup>4</sup>
<b>Internet Access</b>	Required for downloading software updates, email support, and web-based technical support <sup>5</sup>	

### Notes

1. Computers with unsupported operating systems, less processing power, RAM, and/or storage capacity than specified above will not run the software effectively. Desire to do so should be discussed with BAS prior to installation.
2. If for any reason the Windows operating system that is installed causes BAS software to malfunction, BAS reserves the right to request an operating system change. Current Windows updates must be downloaded and installed on all workstations prior to the installation and training.
3. Depending on the volume of transactions within the application, storage space in excess of the requirements may be necessary over time.
4. A device capable of performing a backup of the complete database and application software must be installed and configured before installation of BAS products. Clients are responsible for ensuring that backup procedures are implemented and followed on a regular basis. Storage space in excess of the requirements may be necessary if maintaining more than 7-14 days of backups is desired.
5. BAS utilizes remote connection technology for off-site support; no 3rd party communications software is needed. If a client cannot provide BAS with Internet access, our customer support staff will be limited in its ability to diagnose/resolve technical issues or problems. If this should occur, BAS may need to go on-site to resolve any such problem which would be a billable service that would require prior authorization by the client.
6. Networks should be configured and installed by qualified network engineers and must be fully operational prior to installation of BAS software.



## Requirements for Workstations

	Minimum	Optimal
<b>Operating System</b>	Windows 7, 8 <sup>2</sup>	
<b>Processor</b>	2 GHz	2 GHz Dual Core
<b>Memory</b>	2 GB	4 GB
<b>Local Storage</b>	2 GB	
<b>Printer</b>	Laser or Inkjet Printer <sup>3</sup>	
<b>Internet Access</b>	Required for downloading software updates, email support, and web-based technical support <sup>4</sup>	

### Notes

1. Computers with unsupported operating systems, less processing power, RAM, and/or storage capacity than specified above will not run the software effectively. Desire to do so should be discussed with BAS prior to installation.
2. If for any reason the Windows operating system that is installed causes BAS software to malfunction, BAS reserves the right to request an operating system change. Current Windows updates must be downloaded and installed on all workstations prior to the installation and training.
3. Forms and reports will be printed to a local or network laser/inkjet printer as stated in the BAS proposal.
4. BAS utilizes remote connection technology for off-site support; no 3rd party communications software is needed. If a client cannot provide BAS with Internet access, our customer support staff will be limited in its ability to diagnose/resolve technical issues or problems. If this should occur, BAS may need to go on-site to resolve any such problem which would be a billable service that would require prior authorization by the client.
5. Networks should be configured and installed by qualified network engineers and must be fully operational prior to installation of BAS software.
6. For the IFM program, Microsoft Office version 2013 (32-bit) or earlier is required.



## Requirements Signoff

Yes, I have reviewed the minimum hardware specifications for the relevant system.

Yes, I certify that all the machines are compatible with the minimum hardware requirements.

<b>Municipality:</b>		
<b># Workstations:</b>		
<b>Network:</b>	Microsoft Active Directory Other:	Peer-to-Peer
<b>Backup Media:</b>	External HDD Cloud	Tape Other:
Hardware / Network Technician		
<b>Name:</b>		
<b>Phone #:</b>		
<b>Email:</b>		

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Please email the completed document to [support@basgov.com](mailto:support@basgov.com) or fax to (518) 371-8207.

TOWN OF RIVERHEAD

Resolution # 368

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER THE DESIGNATION OF CERTAIN STRUCTURE AS A LANDMARK PURSUANT TO CHAPTER 73 ENTITLED, "LANDMARKS PRESERVATION" OF THE RIVERHEAD TOWN CODE (Designation of Preston House as Riverhead Landmark)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, pursuant to Article IV of Chapter 73 entitled "Landmarks Preservation" of the Riverhead Town Code, a procedure exists for designation of landmarks; and

**WHEREAS**, the Riverhead Landmarks Preservation Commission received a nomination from the owners of the following requesting designation as Town landmark:

**Preston House**, 428 East Main Street, Riverhead, NY 11901

Tax Map # **0600-129.00-03.00-013.000**

Owners: **J. Petrocelli Development Associates**

Owner Address: **100 Comac Street, Ronkonkoma, NY 11779**

and;

**WHEREAS**, this house was built in 1905 by Henry H. Preston (1845-1919) who was born on Shelter Island, volunteered at age 16 for the Civil War, was wounded in its final campaign just hours before Appomattox, was elected the first full-time Suffolk County Sheriff in 1902, moved from Shelter Island to Riverhead when elected and later was a leader in the insurance business in Riverhead and served as a trustee of the Riverhead Savings Bank; and

**WHEREAS**, a monument was recently erected for Mr. Preston on Shelter Island celebrating his Civil War heroism; and

**WHEREAS**, the Preston House retains virtually all of its original architectural features and is significant to the Downtown Riverhead Historic District and part of a row of significant historic structures; and

**WHEREAS**, the Preston House is part of a district eligible to be listed on the National Register of Historic Places; and

**WHEREAS**, this house, which was considered "modern" and much admired when it was constructed, is emblematic of the architectural heritage of Riverhead and of

the Town's economic vitality; and

**WHEREAS**, the Preston House is an important visual introduction to historic Downtown Riverhead for motorists arriving from the east; and

**WHEREAS**, the owners of the Preston House are undertaking a complete rehabilitation of the house intended to restore all of its original architectural features; and

**WHEREAS**, the Commission hereby recommends to the Town Board the designation of the Preston House as an official town landmark under the provisions of Chapter 73 of Riverhead Town Code; and

**WHEREAS**, pursuant to Chapter 73-4 E., the Town Board, in its discretion, may call a public hearing on these applications and wishes to exercise its option.

**NOW THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby directed to publish and post the attached Notice of Public Hearing, once in the May 26, 2016 edition of the News Review Newspaper, the official newspaper for this purpose and to cause such additional notification as is required pursuant to Article IV, Section 73-7 (E) of the Riverhead Town Code; and be it further

**BE IT FURTHER RESOLVED**, that notice of a proposed designation of a landmark shall be sent by registered mail to the owners of the properties proposed for designation and announcing a public hearing, by the Commission.

**RESOLVED**, that the Town Clerk shall provide a copy of this resolution to the Landmarks Preservation Commission; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution  Was Thereupon Duly Declared **TABLED**

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 7th day of June, 2016 at 2:15 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider the designation of the following structure as a landmark:

**Preston House**, 428 East Main Street, Riverhead, NY 11901

Tax Map # **0600-129.00-03.00-013.000**

Owners: **J. Petrocelli Development Associates**

Owner Address: **100 Comac Street, Ronkonkoma, NY 11779**

Dated: Riverhead, New York  
May 17, 2016

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

**DIANE M. WILHELM, Town Clerk**

TABLED

TOWN OF RIVERHEAD

Resolution # 369

**AMENDS RESOLUTION # 310 OF 2016 (Old Castle Retail)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, an application was made by Old Castle for site plan approval to remove and replace one, like-kind guyed – tower located on the rooftop of the Oldcastle Retail facility at real property located at 931 Burman Boulevard, Calverton, which real property is also designated as SCTM # 135.1-1-3 and more specifically, in the former air traffic control tower at the former Grumman facility; and

**WHEREAS**, the application submitted described the proposed replacement as needed for compliance with updated NYS Building Code and in particular, compliance with wind/ice loads; and

**WHEREAS**, the application described that the replacement tower will use existing mounts and guy posts and all existing antennas for vehicle tracking and communication and that if Riverhead Volunteer Ambulance Corp. uses space it would be applied for under separate cover; and

**WHEREAS**, any further application would be subject to Article XLI. “Wireless Communications Towers and Antennas” of Chapter 108.

**NOW THEREFORE BE IT RESOLVED**, that based upon the forgoing, the Town Board hereby amends Resolution # 310 of 2016 and approves the site plan application with the following conditions:

- 1) that any further application would be subject to Article XLI. “Wireless Communications Towers and Antennas” of Chapter 108;
- 2) that, unless otherwise permitted under Article XLI, the construction of any new communications towers and/or the installation of antennas shall be permitted upon the issuance of a special permit by the Town Board, subject to the requirements and factors under Town Code section 108-216 A. and B.; and be it further

**RESOLVED**, that all other conditions set forth in Resolution #310 of 2016 shall remain in full force and effect; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 370

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

Councilman Hubbard offered the following resolution,

which was seconded by Councilwoman Giglio

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's non-medical in-home personal care program for the elderly residents of Riverhead on a fee-for-service basis at the rate of \$16.57 per unit of service for 2016/2017; and be it further

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

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**Contract**

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

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

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

**Term of the Contract:** April 1, 2016 through March 31, 2017; with an option, to be exercised at the County’s discretion, to September 30, 2017 on the same terms and conditions herein.

**Total Cost of the Contract:** Shall be paid on a fee-for service basis at the rate of \$16.57 per unit of service as set forth in Articles V and VI, attached.

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

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

**Town of Riverhead**

**County of Suffolk**

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

By: \_\_\_\_\_  
Dennis M. Cohen  
Chief Deputy County Executive  
Date \_\_\_\_\_

**Approved:  
Department**

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

**Recommended:**

By: \_\_\_\_\_  
Amy Nathan  
Aging Services Program Coordinator  
Date \_\_\_\_\_

\_\_\_\_\_ hereby certifies under penalties of perjury that I am an officer of \_\_\_\_\_, 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.

Name \_\_\_\_\_ Date \_\_\_\_\_

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

By: \_\_\_\_\_  
Niranjan G. Sagapuram  
Assistant County Attorney  
Date \_\_\_\_\_



0039930

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Rate Page

**Article I  
Description of Services**

**EISEP/CSE Housekeeper/Chore & Ancillary**

**Whereas**, the Contractor has been identified in the 2016 Suffolk County Adopted Budget under the funding as listed on page one of the Contract to perform the Services for the Department; and

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

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

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

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

**1. Conflicting Provisions**

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

**2. Goals of Program**

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

**3. General Program Terms and Conditions**

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

- a. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Contract.
- b. The Contractor agrees to adhere to the applicable New York State Office for the Aging Regulations (“Regulations”) governing the Expanded In-Home Services for the Elderly Program 9NYCRR part 6654, as now in effect or as amended hereafter (See Article IA attached).
- c. Contractor acknowledges that comprehensive assessment, by a Suffolk County Office for the Aging caseworker, is prerequisite to provision of non-medical in-home personal care. The eligibility, prioritization, care plan, financial status, cost share and discharge are determined by the case manager in accordance with EISEP Standards. The Contractor shall provide service as authorized in the care plan.
- d. One (1) unit of EISEP/CSE Housekeeper/Chore service is equal to one (1) hour of non-medical in-home personal care activities provided to or on behalf of the client as ordered on the care plan, excluding travel time. EISEP/CSE Housekeeper/Chore is as defined in 9NYCRR Part 6654.17 (e) (see Article IA attached).

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

**4. Description of Personal Care**

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

**Personal Care Level 1**

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

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

**5. Administration**

Overall administration of the Program will be the responsibility of the Contractor. The Contractor or its designee will insure proper implementation and direction of the program, act as liaison between the Department and the actual recipients of service and insure accuracy and timeliness of submission of all reporting forms and expenditures.

**6. Contractor's Staff**

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

- iii. the rights of clients as set forth in section 6654.16(ai) of this Part:
- 3. Receive on-the-job training as needed to instruct the housekeeping/chore, Personal Care Level 1 worker, in a particular skill or technique or to assist in resolving problems in individual care situations.
- g. The Contractor shall complete a criminal history check on all in-home services workers and applicants.
- h. The Contractor shall screen in-home workers and job applicants for previous history of client abuse or criminal conviction for a felony relevant to their duties.
- i. The Contractor shall adhere to the requirements of 9 NYCRR 6654.17 (k) now in effect or as amended hereafter with regard to its personnel.
- j. The provisions of this paragraph 6 are in addition to the provisions of Article V, paragraph 10, subparagraph n.

## 7. Coordination

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

## 8. Equal Access

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

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

**Mandated Action:**

**The Contractor shall, at a minimum, maintain a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor's staff for this Program with public contact must be aware of, and trained in the timely and appropriate use of, these language services. The Contractor shall also ensure that LEP persons are informed of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand at service locations.**

**9. Reporting Requirements**

One (1) unit of service is equal to one (1) hour of EISEP service.

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

**10. Incident Reporting**

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

**11. Confidentiality**

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

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

**12. Promotions and Advertisements**

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

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

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

**13. Contributions and Satisfaction Surveys**

- a. The Contractor has the obligation to inform every non-cost sharing client of the opportunity to make a free, completely voluntary and anonymous contribution. All contributions collected shall be deducted from the amount to be reimbursed by the County. Service may not be denied, however, if a person is unable or unwilling to make a contribution. An audit trail of all incoming contributions received must be reported monthly. All contributions generated under EISEP/CSE shall remain with EISEP/CSE and must be used to expand services. The Contractor must send a letter to each non-cost sharing recipient at least annually informing him/her of the opportunity to contribute. The letter must include the sources of funding for the program and the following information:

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

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

Exhibit 1

SUFFOLK COUNTY OFFICE FOR THE AGING  
EISEP PAST-DUE COST SHARE COLLECTION PROCEDURE

I. Area Agency and Authorized Collecting Agents

The Suffolk County Office for the Aging has established uniform collection procedures for EISEP cost share amounts due, but not received. These procedures are in compliance with the EISEP Standards promulgated by the New York State Office for the Aging.

The Office has authorized the in-home service providers to collect overdue cost share from the clients each serves in accord with these procedures.

A commercial collection agency cannot be used as a collection agent and past-due cost share accounts cannot be assigned to such agencies.

II. Procedures and Requirements for Collection

- A. The EISEP caseworker shall provide the in-home service provider with a copy of the cost share agreement signed by the client. This cost share agreement sets the hourly fee and maximum monthly cost.
- B. In-Home Service Providers, as authorized collecting agents, shall bill EISEP cost sharing clients at least once a month. Bills must state the current and past-due cost sharing amounts. Cost share amounts not received within thirty-five (35) calendar days of the initial billing date (or mailing date, if later) for the services shall be considered past-due.
- C. In-Home Service Providers shall send a late payment notice to the client when payment has not been received within thirty-five (35) calendar days of the mailing of the initial bill. The late payment notice must inform the client that payment for EISEP services is past-due; that the client has thirty (30) calendar days from the receipt of the late payment notice to pay the overdue amount; and, that EISEP services will be terminated if payment is not made. Two (2) copies of the late payment notice shall be sent to the Office for follow-up: one (1) to the caseworker and one (1) to Amy Nathan, the EISEP Program Administrator.
- D. Follow-up contact with the client shall be performed by the EISEP case management unit only. The attached sample letter #1 shall be sent to the client or the client's authorized representative to determine why there is a payment problem. Where possible, personal or phone contacts shall also be made in an effort to resolve any misunderstanding or payment problems the client may have.
- E. Follow-up procedures shall not include measures which could cause undue embarrassment or distress to the client.

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- c. The Contractor will send a survey to non-cost-sharing clients at least once annually.
- d. The Contractor must encourage individuals with self-declared incomes at or above one hundred eighty-five percent (185%) of the federal poverty guideline to contribute at levels based on the actual cost of services.

**14. Monitoring**

**a. Financial Transactions**

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

**b. Program**

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

**15. Grievance Procedures**

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

1. No harassment of any kind is permissible in any written or verbal communications with the client who owes cost share payments or with his/her authorized representative or caregiver.
2. Reminder phone calls to the client can only be made during normal business hours, and these phone calls can only be made by Suffolk County Office for the Aging staff or by EISEP case management providers.
3. Follow-up contact with caregiver or authorized representative, however, may be made by authorized staff of the in-home service provider, and may be made after normal business hours if necessary to reach the person.
4. These procedures must be carried out in as confidential a manner as possible so that information regarding the client is shared only with the Suffolk County Office for the Aging staff, the service provider, and caregivers and authorized representatives of the client.

F. Exceptions to Procedures

1. These past-due collection standards shall not apply to clients who have been referred for a Medicaid eligibility determination and whose cost share will be subject to payment by Medicaid in accordance with New York State Department of Social Services regulations if determined eligible.
2. If such clients are subsequently found ineligible for Medicaid, their cost share shall be redetermined for services already received, in accordance with EISEP cost share requirements.

Thus, these past-due collection procedures do not apply in such situations.

III. Termination of Services/Client's Rights

A. Specific Requirements

1. Termination of services for non-payment of cost share shall be made within two months of the first late payment notice to client. The Office may extend this time period up to three months from the initial late payment notice for good cause, with the reasons documented in the client's case file.
2. A final notice that termination will occur as of a specific date shall be sent at least five business days before the termination is scheduled. It shall include: information as to the client's right to a hearing on the failure- to-cost share issue, including the thirty (30) day filing deadline for a hearing; the right to be represented by any person of his/her choice, including an attorney; and the right to be assisted by the Area Agency in terms of providing needed assistance for transportation to hearings, interpreters, where needed, and other services the Office finds necessary. It must also describe the right to a Settlement Conference prior to a hearing to informally discuss/resolve the issue of non-payment. (See sample letter #2A, and Settlement Conference and Hearing Rights Information #2B).
3. A client may continue to receive EISEP services when he/she has requested such a hearing if the client agrees in writing to: pay whatever cost share is

eventually determined to be legally correct by the Hearing Officer or State Office Review or any New York State court judicial decision if an appeal to such court is taken; and, to continue to pay the cost share set by the Office during the hearing procedures, including payment of any past-due amounts which must be made a part of the cost share payments.

- B. A client may be permitted to make lesser payments in this situation and still receive services where the Office determines the client is acting in good faith and may have sudden or temporary personal or family expenses not includable in the cost share formula.
- C. The Office shall reimburse the client for any overpayment arising as a result of the decision of the Hearing Officer or State Office review or judicial decision if an appeal is taken.
  - 1. If a client continues to refuse to cost share and termination of services results, the EISEP caseworker shall make every reasonable effort to help client secure alternative services, including where reasonably possible, direct provision by it of services available under non-EISEP funded programs. In addition, the EISEP caseworker must meet with caregivers, if available, and refer terminated clients to other appropriate governmental and community service agencies which are available to assist them.
  - 2. Where a client is terminated for failure to cost share and at a later date again applies for EISEP services, the client may not become an EISEP client, unless he/she agrees to pay the past-due cost share amount. The client must sign an agreement to do so and must make at least a partial payment on the amount owed to demonstrate the client's good faith. This agreement may contain an adjusted schedule of payment for the past-due cost share amount.

#### IV. Reimbursement for Uncollected Cost Share

- A. The Office may reimburse the service provider for the full cost of the services it provided if a service provider can show that it made a good faith effort to collect past due cost share payments under its approved procedures, but was unsuccessful. The Office may also negotiate an agreement with the provider to share the loss of such non-payment amounts.
- B. The State Office's reimbursement to the Office for services provided to a client who refuses to pay the required cost share will not be withheld where the Office can show that a good faith effort to collect overdue payments was made in compliance with these Procedures.

#1

LETTER SENT BY EISEP CASE MANAGER  
TO FOLLOW-UP LATE PAYMENT NOTICE

Name  
Street Address  
Town, State Zip

RE: Late Payment for Personal Care

Dear Client:

I have been notified by Service Provider that the \$\_\_\_\_\_ payment for home care provided during the month of \_\_\_\_\_ is late.

I am concerned that there may be a misunderstanding as to the amount of the bill, or that you may be having unexpected financial difficulties. If there is a payment problem, please call me at \_\_\_\_\_.

Please be reminded that failure to pay the cost sharing bill for home care service will cause the service to be terminated. Please call me so that this can be avoided if possible.

Sincerely,

Case Manager

cc: Senior Caseworker  
Program Administrator

#2A

SAMPLE INVOLUNTARY DISCHARGE NOTICE

The final notice that termination from the EISEP program will occur as of a specific date must be sent at least five business days before termination is scheduled.

INSTRUCTIONS: Write in termination date, Describe decision. Check off appropriate reason. This will be retyped on letterhead and will not appear as a form letter. Settlement Conference and Hearing Rights Information must be attached.

Client's Name  
Street Address  
City, State Zip

RE: Termination of Service

Dear Client:

EISEP services will be terminated on \_\_\_\_\_ for the following reason:  
(Describe) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Involuntary Discharge:

- \_\_\_\_\_ Failed to Cost Share
- \_\_\_\_\_ Not Expected to Need Services for the Next 90 Days
- \_\_\_\_\_ Failed to Cooperate with EISEP Program Requirements:
- \_\_\_\_\_ Refusing to Sign a Care Plan
- \_\_\_\_\_ Not Permitting a Case Manager to Visit
- \_\_\_\_\_ Refusing to Validate Information

Your rights to a Settlement Conference or Hearing are enclosed. PLEASE READ THE ATTACHED INFORMATION SHEET CAREFULLY!!

Sincerely,

Case Manager

cc: Director  
Home Care Provider  
Senior Caseworker  
Program Administrator

#2B

SETTLEMENT CONFERENCE AND HEARING RIGHTS INFORMATION

If you have some reason to disagree with this Suffolk County Office for the Aging decision about your functional eligibility for EISEP service, your level of cost sharing amount, or your discharge from EISEP services, you may request an Area Agency hearing.

You must notify your Case Manager or the Commissioner of the Suffolk County Office for the Aging, within 30 days of getting this Notice, that you want a hearing. You must put it in writing, but may ask your Case Manager to help you write it if you need help.

You also have the right to a pre-hearing Settlement Conference to try to work out any disagreement you have about this decision. Your Case Manager will tell you about a Settlement Conference. It is an informal meeting with your Case Manager, and may also have other Suffolk County Office for the Aging staff, to discuss your views and theirs.

You may speak for yourself or have a friend, relative, attorney or any responsible adult speak for you at the Settlement Conference and Hearing.

You may call your Case Manager or the Suffolk County Office for the Aging (631) 853-8200 for help in understanding the Hearing and Settlement Conference processes and for help with transportation, interpreters, or any other help you may need.

If you have a Hearing, and disagree with the Hearing Officer's Decision, you can ask for a Review of the Decision by the State Office for the Aging.

**A REQUEST FOR A HEARING MUST BE IN WRITING AND SENT TO:**

Suffolk County Office for the Aging

Case Management Unit

PO Box 6100

Hauppauge, NY 11788

**End of Article I**

**Article IA**

**New York State Office for the Aging Regulations (“Regulations”) governing the Expanded in-Home Services for the Elderly Program and Case Management 9 NYCRR Part 6654.17 and Part 6654.19**

**Article IB  
Grievance Procedures**

**1. Purpose**

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

**2. Notifying Participants of the Right to File a Grievance**

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

b. A participant or applicant who is denied services by the Contractor and the Department program monitor must be given the reasons for the denial. The denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

**3. Grievance Process**

a. Filing of grievances must follow the following process:

- i. Participants must submit their grievances in writing to the Department’s Program Administrator.
- ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. The Department’s Program Administrator may grant an extension for good cause shown.
- iii. The grievance should be filed on the form approved by the Department, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.

**b. Investigation and Response to Grievance:**

- i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
- ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.
- iii. The designated reviewer shall prepare and send a written response to the grievant and to the Department’s Director within fifteen (15) days after the grievance is filed. The response

shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

c. Appeal of Initial Response/Decision

i. The grievant may initiate a request for subsequent review by the Department’s Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.

ii. The Department’s Director shall request copies of the initial file on the complaint in question. The Department’s Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Department’s Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.

iii. If the policies and procedures have been adhered to, the Department’s Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, the Department reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

4. Record Keeping

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

5. Confidentiality

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

**End of Article IB**

**Article II**  
**Definitions**

**I. Meanings of Terms**

As used herein:

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

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

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

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

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

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

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

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

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

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

“**Event of Default**” means

- a. the Contractor’s failure to perform any duty required of it under paragraphs 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.

**3. Indemnification and Defense**

**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 shall be construed as a limitation on the County's rights set forth in paragraphs 1(c) (iii) and 8 of this Article III.

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

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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,

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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.

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 moneys that

**10. Nonsectarian/Non Partisan 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

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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

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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. The foregoing certification shall not apply to a contractor that is a municipal corporation or a government entity.

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.

**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.

**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.

**End of Text for Article III**

**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 Article IV 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.

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.

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."

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.

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

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

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

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

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

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

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

Required Form:

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

4. Lawful Hiring of Employees Law

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

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

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

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

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

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

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

**Required Forms:**

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

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

**5. Gratuities**

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

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

**6. Prohibition Against Contracting with Corporations that Reincorporate Overseas**

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

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

**7. Child Sexual Abuse Reporting Policy**

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

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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 31<sup>st</sup> 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 15<sup>th</sup> 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

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involving any change to the total cost of the Contract due to a resolution of the Legislature, changes to the County's adopted annual budget, or for any other reason necessitating revisions to the Budget or Services.

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

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

f. Taxes

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

g. Final Voucher

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

2. Subject to Appropriation of Funds

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

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

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

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

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

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

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

i.) salary scale for all positions listed in the Budget;

ii.) personnel rules and procedures;

iii.) pension plan and any other employee benefit plans or arrangements.

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

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

4. Accounting Procedures

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

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

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

5. Audit of Financial Statements

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or otherwise.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 25 of Article III, and paragraph 4(b) of Article V.

6. Financial Statements and Audit Requirements

- a. Notwithstanding any other reporting or certification requirements of Federal, State, or local authorities, the Contractor shall obtain the services of an independent licensed public accountant or certified public accountant (the "Auditor") to audit its financial statements for each Contractor's "fiscal year" in which the Contractor has received, or will receive, three hundred thousand (\$300,000.00) dollars or more from the County, whether under the Contract or other agreements with the County, and shall submit a report to the County on the overall financial condition and operations of the Contractor, including a balance sheet and statement of income and expenses, attested by the Auditor as fairly and accurately reflecting the accounting records of the Contractor in accordance with generally accepted accounting principles. The Contractor may solicit requests for proposals from a number of qualified accounting firms and review carefully the costs of, and qualifications for, this type of work before selecting the Auditor.
- b. The Auditor should be required to meet the following minimum requirements:
  - i.) a current license issued by the New York State Education Department;
  - ii.) sufficient auditing experience in the not-for-profit, governmental or profit-making areas, as applicable; and
  - iii.) a satisfactory peer review issued within not more than three (3) years prior to the date when the Auditor was selected to conduct the audit.
- c. The audit must be conducted in accordance with generally accepted governmental auditing standards. Financial statements must clearly differentiate between County-funded programs and other programs that the Contractor may be operating. The use of subsidiary schedules should be encouraged for this purpose. The Auditor must also prepare a Management Letter based on the audit.
- d. In the event the Contractor is a not-for-profit organization or unit of local government and expends five hundred thousand (\$500,000.00) dollars or more of Federal moneys, whether as a recipient expending awards received directly from Federal awarding agencies, or as a

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subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report (“Single Audit Report”) must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.

- e. The Contractor must submit to the County a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to the Department and to the Executive Director of Auditing Services, Suffolk County Department of Audit and Control, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-0099, as soon as possible after the end of the Contractor's fiscal year. The statement must include all Federal funding received directly from the Federal government and all Federal funds passed through from the County and other pass-through entities.
- f. Copies of all financial statements, Management Letters, Single Audit Reports and other audit reports must be transmitted to the County and to the Executive Director of Auditing Services at the address set forth above. The reports must be submitted within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the Contractor's fiscal year, to which the audit relates.
- g. These requirements do not preclude the County, the Comptroller, or their authorized representatives, or Federal or State auditors from auditing all records of the Contractor. Therefore, the records of the Contractor must be made available to authorized representatives of Federal, State and County government for that purpose.
- h. The provisions of this paragraph shall survive the expiration or termination of the Contract.

7. Furniture, Fixtures, Equipment, Materials, Supplies

- a. **Purchases, Rentals or Leases Requiring Prior Approval**  
  
Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand dollars (\$1,000.00) per

unit for which the Contractor will seek reimbursement from the County, the Contractor shall submit to the County a written request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, and estimated total cost of the proposed order. Written approval of the County shall be required before the Contractor may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new or like new unless specifically described otherwise in the Budget.

b. **Purchase Practices/Proprietary Interest of County**

- i.) The Contractor shall follow the general practices that are designed to obtain furniture, fixtures, equipment, materials, or supplies at the most reasonable price or cost possible.
- ii.) The County reserves the right to purchase or obtain furniture, fixtures, equipment, materials, or supplies for the Contractor in accordance with the programmatic needs of the Contract. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the programs encompassed by the Contract and entrusted to the Contractor, shall remain in the County.
- iii.) The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials, and supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of the Contract or any prior agreement between the parties.
- iv.) The Contractor shall attach labels indicating the County's proprietary interest or title in all such property.

c. **County's Right to Take Title and Possession**

Upon the termination or expiration of the Contract or any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the

terms of the Contract, the bankruptcy of the Contractor, an assignment for the benefit of its creditors, or the failure of the Contractor to satisfy any judgment against it within thirty (30) days of filing of the judgment, the County shall have the right to take title to and possession of all furniture, removable fixtures, equipment, materials, and supplies and the same shall thereupon become the property of the County without any claim for reimbursement on the part of the Contractor.

**d. Inventory Records, Controls and Reports**

The Contractor shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to the Contract and all prior agreements between the parties, if any. Three (3) months before the expiration date of the Contract, the Contractor shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report setting forth the results of such physical count shall be prepared by the Contractor on a form or forms designated by the County, certified and signed by an authorized official of the Contractor, and one (1) copy thereof shall be delivered to the County within five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination or expiration date of the Contract, the Contractor shall submit to the County six (6) copies of the same report updated to such date of the Contract, certified and signed by an authorized official of the Contractor, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid expiration date, and revised, if necessary, to include any inventory changes during the last three (3) months of the Term.

**e. Protection of Property in Contractor’s Custody**

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

supplies from any cause, the Contractor shall immediately send the County a detailed written report thereon.

**f. Disposition of Property in Contractor’s Custody**

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

**8. Lease or Rental Agreements**

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

**9. Statement of Other Contracts**

Prior to the execution of the Contract, the Contractor shall submit a Statement of Other Contracts to the County. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall submit a then current Statement of Other Contracts.

**10. Miscellaneous Fiscal Terms and Conditions**

**a. Limit of County’s Obligations**

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

**b. Duplicate Payment from Other Sources**

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

**c. Funding Identification**

The Contractor shall promptly submit to the

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

d. **Outside Funding for Non-County Funded Activities**

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

- i.) The County is not the Fund Source for the additional services;
- ii.) Sufficient funding is available for or can be generated by the Contractor to cover the cost incurred by the Contractor to provide these additional services; and
- iii.) If sufficient funding is not available or cannot be generated, the County shall not be held liable for any of the additional costs incurred by the Contractor in furnishing such additional services.
- iv.) Prior to scheduling any such additional services on County-owned property, the Contractor shall obtain written County approval. The Contractor shall, to the County's satisfaction, submit any documentation requested by the Department reflecting the change, and identify the additional services to be provided and the source of funding that shall be utilized to cover the expenditures incurred by the Contractor in undertaking the additional services.

e. **Potential Revenue**

The Contractor shall actively seek and take reasonable steps to secure all potential funding from grants and contracts with other agencies for programs funded by the County.

f. **Payments Contingent upon State/Federal Funding**

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be

made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to subparagraph g. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

g. **Denial of Aid**

If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the Term because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied by the state or federal government agency, and the County's obligation to the Contractor shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor under the Contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, payable to the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

h. **Budget**

The Contractor expressly represents and agrees that the Budget lists all revenue, expenditures, personnel, personnel costs and/or all other relevant costs necessary to provide the Services.

i. **Payment of Claims**

Upon receipt of a Suffolk County Payment Voucher, the County, at its discretion, may pay the Contractor during the Term, in advance, an amount not to exceed one sixth (1/6) of the maximum amount to be paid by the County set forth on the first page of the Contract.

j. **Payments Limited to Actual Net Expenditures**

The Contractor agrees that if, for any reason

whatsoever, the Contractor shall spend during the Term for the purposes set forth in the Contract an amount less than, or receive amounts more than, provided in the Budget, the total cost of the Contract shall be reduced to the net amount of actual Contractor expenditures made for such purposes. The total amount to be paid by the County shall not exceed the lesser of (i) actual net expenditures or (ii) the total cost of the Contract on the cover page and in the Budget. Upon termination or expiration of the Contract, if the Contractor’s total amount of allowable expenses is less than the total amount of the payments made during the Term, the Contractor shall prepare a check payable to the Suffolk County Treasurer for the difference between the two amounts and submit such payment to the County, along with the final Suffolk County Payment Voucher.

**k. Travel, Conference, and Meeting Attendance: SOP A-07 Amendment 1**

Reimbursement to the Contractor for travel costs shall not exceed amounts allowed to County employees. All conferences that are partially or fully funded by the County that the Contractor’s staff wishes to attend must be pre-approved, in writing, by the County and must be in compliance with Suffolk County Standard Operating Procedure A-07 which may be viewed online at the County’s website, SuffolkCountyny.gov; go to “Government,” then “Comptroller,” then “Consultant’s Agreements.”

**l. Salaries**

The Contractor shall not be eligible to receive any salary reimbursement until proof of deposit or payment of all withholding and payroll taxes to the Federal/State governments has been provided to the County.

**m. Salary Increases**

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

**n. Contractor Vacancies**

The County shall have the right of prior approval of the Contractor’s filling of any vacant position as of the date of execution of the Contract or as may thereafter become vacant, and, in the exercise of that right. The County may promulgate reasonable regulations involving filling of vacancies which shall be deemed to be

incorporated by reference in, and be made part of, the Contract, provided, however, that subject to the availability of funding, approval for the hiring of replacement clerical shall be a Contractor determination.

**o. No Limitation On Rights**

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

**p. Comptroller’s Rules and Regulations**

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

End of Text for Article V

**Article VI**

**Rate Page**

**EISEP/CSE Housekeeper Chore & Ancillary**

**Town of Riverhead**

**April 1, 2016– March 31, 2017**

**FEES FOR SERVICE**

**Non-Medical in-home personal care at the rate of \$16.57 per unit of service, as authorized in the care plan,  
for the current program year.**

**Ancillary Service to be paid at actual cost, as authorized in the care plan.**

TOWN OF RIVERHEAD

Resolution # 371

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH KONE, INC. FOR ELEVATOR MAINTENANCE AND SERVICE AT THE GEORGE YOUNG COMMUNITY CENTER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Town of Riverhead operates an elevator at the George Young Community Center/Jamesport Community Center in Jamesport, a Town facility; and

**WHEREAS**, the Town of Riverhead requires elevator maintenance and service regarding the elevator at the George Young Community Center/Jamesport Community Center; and

**WHEREAS**, KONE, Inc., is ready willing and able to provide elevator service and maintenance at the George Young Community Center/Jamesport Community Center.

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is authorized to execute an agreement with KONE, Inc., in substantially the same form annexed hereto, regarding elevator service and maintenance at the George Young Community Center/Jamesport Community Center in Jamesport, a Town facility, for a fee of \$350.95 per month or \$4,211.42 per year; 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**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

## **SERVICE AGREEMENT**

This Agreement made May 18, 2016, between the TOWN OF RIVERHEAD (hereinafter "Town"), a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, and KONE Inc. (hereinafter "KONE"), a corporation existing under the laws of the State of New York with a principal place of business at 47-36 36<sup>th</sup> Street, Long Island City, NY 11101.

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

### **1. SCOPE OF SERVICES**

During the terms of this agreement, KONE shall provide elevator maintenance service at the Jamesport Community Center located at South Jamesport Avenue, Jamesport, NY 11947, regarding one (1) hydraulic passenger elevator.

### **2. TERM OF AGREEMENT**

The agreement shall be deemed to have commenced on January 1, 2016, and terminate on December 31, 2016.

### **3. PAYMENT**

For these services Town will pay KONE a fee of \$350.95 (three hundred fifty dollars and ninety-five cents) per month or \$4,211.42 (four thousand two hundred eleven dollars and forty-two cents) for the term. Payments will be made on a quarterly basis upon receipt of an accurate, proper and timely invoice.

### **4. PUBLICITY**

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

### **5. ASSIGNMENT AND SUBCONTRACTING**

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

### **6. TERMINATION**

This agreement may be terminated at any time by either party upon thirty days written notice to the other party. In the event of such termination, Town shall have no further obligation to KONE except to make any payments which may have become due under this agreement. Town shall be entitled to a pro rata refund regarding previously conveyed payments based upon the effective date of actual termination of services.

### **7. RECORDS**

KONE shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this agreement,

have access to and the right to examine any directly pertinent books, documents, papers and records of KONE involving transactions related to this agreement.

#### 8. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this agreement, may, at any time by written notice to KONE, issue additional instructions, require additional services or direct the omission of services covered by this agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within fifteen days of the receipt of such written notice. In the event that KONE determines that a change order is required, KONE shall obtain written approval of Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, KONE must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between KONE and Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this agreement or schedules annexed hereto and made a part hereof.

#### 9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Deputy Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to KONE, Inc. if mailed by certified mail, postage prepaid to KONE, Inc., Attention: Jay Dietz, Senior Vice-President, 47-36 36<sup>th</sup> Street, Long Island City, NY 11101.

#### 10. COMPLIANCE WITH LAWS

KONE shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this agreement. KONE will notify Town immediately if KONE's work for Town becomes the subject of a government audit or investigation. KONE represents that it has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, KONE agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. KONE may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying KONE's professional or technical discipline.

#### 11. INSURANCE. INDEMNITY AND LIABILITY

KONE shall carry Comprehensive General Liability Insurance in the amount of two million dollars per occurrence and four million dollars in the aggregate and, if applicable, worker's compensation insurance. KONE shall provide a certificate of insurance regarding

said liability coverage which shall name the Town of Riverhead as an additional insured upon execution of this contract. KONE hereby indemnifies and holds Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of KONE under this agreement to the extent that such claims including damage to property, personal injuries, bodily injuries or death are caused by KONE's negligence, and not to the extent caused by others. KONE shall not be responsible for any act, omission, or negligence attributable to the Town or to any other party not subordinated to KONE.

12. CONFLICT OF INTEREST

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

13. DISCLOSURE

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

14. DISPUTES

If KONE fails to perform any of its obligations hereunder in accordance with the terms hereof then, after reasonable notice to KONE not to exceed thirty days and an opportunity for KONE to cure such failure (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of KONE and the amount incurred by the Town in connection with such care shall be payable by KONE to Town on demand.

Notwithstanding the above, any dispute arising under this agreement which is not settled by agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this agreement, KONE shall proceed diligently with the performance of this agreement in accordance with the decision of Town.

15. WORK HOURS

All work is to be performed during KONE's regular working hours of 8:00 am to 4:30 pm on KONE's regular working days Monday through Friday excluding holidays. Included in this contract (only if marked X) are the following hours of coverage at no charge:

\_\_\_\_\_ 24 hours/7 days a week for emergency service on complete system failures

\_\_\_\_\_ 24 hours/7 days a week Emergency Telephone Monitoring Service (if applicable)

In the event a device malfunction occurs between regular examinations, KONE's customer service representative will, at Town's request, dispatch an examiner to perform emergency minor adjustment callback service during KONE's regular working hours on KONE's regular working days.

If examinations, repairs or emergency minor adjustment callback services are later requested by the Town or its representative beyond regular working days/working hours, the Town agrees to pay extra for additional service/labor, as follows: for regular mechanic the billing rate is \$153.30 per hour; for team personnel (defined as two or more persons) billing rate is \$279.82 per hour; regarding service before 8:00 a.m. and after 5:00 p.m., Monday through Friday and all day on weekend days and holidays as follows: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

KONE will use elevator mechanics directly employed and supervised by KONE who will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.

#### 16. SERVICE

KONE will regularly and systematically service, adjust and lubricate the elevator equipment and, if in KONE's professional judgment conditions warrant, repair or replace the following items in accordance with paragraph below entitled pro-rated parts: (Motor parts, controller parts, car door operating mechanisms, hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices, safety devices, hatchway limit switch(s), guide shoes and gibs and/or roller guides, steel selector tapes or cable and traveling conductor cables; pump parts, strainer and valve body, cylinder head packing, gland packing and hydraulic fluid tanks.) Signal lamps and position indicating equipment will be serviced during KONE's regular service intervals only. KONE will furnish all necessary lubricants to perform the aforementioned service.

KONE agrees to do all work in compliance with the rules and regulations of the subject municipality having jurisdiction provided that such work/violations are due to normal wear and tear while this maintenance contract is in effect, are not pre-dated from the date this agreement is signed and do not cover any additions, changes to, or alter the equipment's existing design or its method of operation existing on the date this agreement is signed.

#### 17. PRO-RATED PARTS

Notwithstanding the aforementioned, in order to provide Town with the maximum of service from the parts listed above, KONE is accepting them in their present condition with the understanding that Town is to pay, in addition to the base amount of this contract, an extra charge at the time the items listed are first replaced, if replaced during the term of this contract. The charge for this replacement will be determined by prorating the total cost of replacing the individual items.

#### 18. SPECIFIC EXCEPTIONS

The following of the aforementioned items are specifically exempt from the repair and

replacement guarantee: Piston, Cylinder, Oil Line Piping, Hydraulic fluid, Obsolete Equipment For Which Replacement Parts Are No Longer Available, Replacement with parts of a different design or type, Misuse/Abuse of The Elevator Equipment, Modifications, Alterations of Any Kind, New attachments, Water Damage, Power Failure(s), Brown outs, Computer and Microcomputer devices, Machine parts, Rotating elements, Safeties or Compensation equipment of any kind, Proprietary equipment and Any Damages as a Result of Occurrences beyond Our Control.

#### 19. GENERAL EXCEPTIONS

This contract does not, under any circumstances, include any work on or cover any of the following items including but not limited to: Machine room, power feeders, mainline disconnect switches their wiring and fuses, hoistway enclosure, hoistway inserts and brackets, rails or rail alignment, hatchway entrances, hatchway entrance finish, hoistway door checks or hinges, car enclosures, cab, cab fans, cab finish, cab flooring or coverings, cab wall panels, hung ceilings, cab lighting, light tubes or bulbs, emergency lighting and all batteries including those for emergency lowering devices, mirrors, handrails, gate and/or door panels, door/gate pull straps, sills, entrances and finishes, smoke sensors, heat sensors, telephones, intercoms or communication devices or items not specifically mentioned in this contract. This contract does not cover any work or the installation of new attachments recommended or directed by insurance companies, or any work required due to future revisions to the code and/or regulations by the authorities having jurisdiction.

#### 20. TESTING/INSPECTIONS

If those elevator units listed are provided with firefighter's service and are required by code to be tested monthly or however directed by the authorities having jurisdiction, Town assumes responsibility for performing and keeping a record of such tests. The following testing/inspections as per code or directed by authorities having jurisdiction (Only if marked by an X) are included in this contract:

- Annual Valve Pressure Test
- Semi-Annual Visual Inspections

#### 21. TOWN'S RESPONSIBILITY

The Town agrees to maintain the hatchway, pit and machine room in clean condition and to keep the elevator equipment from being exposed to the elements or to physical damage. The Town agrees to shut down the equipment immediately upon the manifestation or appearance of any irregularity in operation of the elevator equipment, to notify KONE at once, and keep the equipment shut down until the completion of repairs. The Town will keep the equipment under observation by personnel competent to detect any such manifestation or appearance of irregularities in operation between periods of KONE's inspections. The Town will give KONE written notice within twenty-four hours after occurrence of any accident in or about the elevators.

#### 22. SHARED RESPONSIBILITY

The Town agrees to provide KONE unrestricted ready and safe access to all areas of the building in which any part of the devices are located and to keep all machine rooms and pit areas free from water, stored materials and debris. The Town agrees to provide a safe work place for KONE's personnel, and to remove and remediate any waste or hazardous materials

in accordance with applicable laws and regulations.

### 23. Consequential damages

Under no circumstances shall either party be liable for special, indirect or consequential damages of any kind.

### 24. Hazardous material

Notwithstanding anything contained to the contrary in this Agreement, KONE's scope of services shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of services without an applicable proposal to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform services in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during the performance of services before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that the areas where KONE will perform its services at all times meet applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its services in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its services shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the asbestos has been abated from the areas where KONE will perform its services and air clearance reports shall be made available upon request prior to the start of KONE's services.

Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

### 25. Force majeure

Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's control, including but not limited to, acts of Government, strikes, lockouts, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or acts of god.

If any device is malfunctioning or is in dangerous condition, Town agrees to immediately notify KONE using the KONE 24-hour service line. Until the problem is corrected, Town agrees to remove the device from service and take all necessary precautions to prevent access or use.

The Town agrees to properly post, maintain and preserve any and all instructions or warnings to passengers in connection with the use of any devices.

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Jay Dietz, Senior Vice-President  
KONE, Inc.,  
47-36 36<sup>th</sup> Street  
Long Island City, NY 11101

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**TOWN OF RIVERHEAD**

**Resolution # 372**

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF  
NEWTON CARNIVALS  
(Family Festival – June 10, 2016)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, on June April 21, 2016, Newton Carnivals submitted a Fireworks Permit Application for the purpose of conducting a fireworks display on Friday, June 10, 2016 at 10:15 p.m., having a rain date of June 11, 2016, to be held on property owned by John Zoumas of JNS Contracting located at 6164 Route 25A, Wading River, New York, in connection with a Chapter 90 event hosted by the Peconic Bay Medical Center entitled a “Family Festival”, to be held on June 10, 2016 through June 12, 2016; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Fireworks Permit Application of Newton Carnivals, for the purpose of conducting a fireworks display to be held at 6164 Route 25A, Wading River, New York on Friday, June 10, 2016 at 10:15 p.m., having a rain date of June 11, 2016, is hereby approved with the following conditions:

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

cancel the display if there are unsafe conditions, lightning and/or winds in excess of 30 miles per hour; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Newton Carnivals, 4075 Jericho Turnpike, East Northport, New York, 11731, Pyro Engineering, Inc. d/b/a Bay Fireworks, 999 South Oyster Bay Road, Suite 111, Bethpage, NY 11714, John Zoumas, 256 Route 25A, Wading River, NY 11792 and Peconic Bay Medical Center, Attn: Joan Fehling, 1300 Roanoke Avenue, Riverhead, NY 11901; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 373

**APPROVES CHAPTER 90 APPLICATION OF  
NORTH BROOKHAVEN CHAMBER OF COMMERCE  
("22<sup>nd</sup> Annual Duck Pond Day" – Sunday, June 5, 2016)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, on April 27, 2016, Jennifer L. Dzvonar, on behalf of the North Brookhaven Chamber of Commerce, submitted a Chapter 90 Application for the purpose of conducting their "22<sup>nd</sup> Annual Duck Pond Day", to include a parade, musical entertainment, crafts and educational exhibits, a 5K walk/run, (said course to include Sound Road and Creek Road), a presentation honoring local business woman, Millie Thomas, in addition to the presentation of a donation to the North Shore Neighbors Breast Cancer Coalition, to be held on North Country Road and Sound Road, Wading River, New York, on Sunday, June 5, 2016, between the hours of 9:00 a.m. and 4:00 p.m.; and

**WHEREAS**, the North Brookhaven Chamber of Commerce has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

**WHEREAS**, the applicant has requested the Chapter 90 application fee be waived; and

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

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

**RESOLVED**, that the application of the North Brookhaven Chamber of Commerce for the purpose of conducting their "22<sup>nd</sup> Annual Duck Pond Day", to include a parade, musical entertainment, crafts and educational exhibits, a 5K walk/run, (said course to include Sound Road and Creek Road), a presentation honoring local business woman, Millie Thomas, in addition to the presentation of a donation to the North Shore Neighbors Breast Cancer Coalition, to be held on North Country Road and

Sound Road, Wading River, New York, on Sunday, June 5, 2016, between the hours of 9:00 a.m. and 4:00 p.m. is hereby approved; and be it further

**RESOLVED**, that approval for this event shall be subject to

- Receipt of required Suffolk County Department of Health permit(s), including the Vendors Temporary Food Service Permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of any permits as may be required by the New York State Department of Labor;
- Receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office
- Receipt of a Certificate of Insurance to include general liability and liquor liability having acceptable limits naming the Town of Riverhead as an additional insured;
- Receipt of copies of valid certification cards for all TIPS certified waitstaff;

and be it further

**RESOLVED**, that all of the above permits, plans, insurance and certifications are to be received **no later than May 25, 2016**; and be it further

**RESOLVED**, that Chapter 46 entitled "Alcoholic Beverages" is deemed to be waived for the service of alcoholic beer during the event at location(s) delineated on the associated site plan, provided further that service be by licensed alcohol service providers/TIPS-certified (Training for Intervention Procedures) waitstaff and properly identified individuals will be given a wristband for identification purposes; and be it further

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

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the North Brookhaven Chamber of Commerce, 5507-10 Nesconset Highway, Mt. Sinai, NY 11766; 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**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 374

**APPROVES CHAPTER 90 APPLICATION OF PECONIC BAY MEDICAL CENTER  
(Family Festival – June 10<sup>th</sup> through June 12<sup>th</sup>, 2016)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on April 25, 2016, Joan Fehling, on behalf of Peconic Bay Medical Center, submitted a Chapter 90 Application for the purpose of conducting a Family Festival to include rides, games and food concessions, having all proceeds to be used for the overall patient care services provided at the Peconic Bay Medical Center. This event is to be held on Friday, June 10, 2016 through Sunday, June 12, 2016 on property owned by Kenny Barra of East Wind Caterers at 6164 Route 25A, Wading River, New York between the hours of 6:00 p.m. and 11:00 p.m.; and

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

**WHEREAS**, Peconic Bay Medical Center has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

**RESOLVED** that the Chapter 90 Application of the Peconic Bay Medical Center for the purpose of conducting a Family Festival having all proceeds to be used for the overall patient care services provided at the Peconic Bay Medical Center, to be held on property owned by Kenny Barra of East Wind Caterers at 6164 Route 25A, Wading River, New York on the aforementioned dates and times, is hereby approved; and be it further

**RESOLVED**, the applicable Chapter 90 Application fee is hereby waived due the applicant’s not-for-profit status; and be it further

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

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

- The applicant shall use snow fencing to delineate the boundary of the festival and provide security patrols of the boundary to ensure that patrons of the festival do not go beyond the boundaries of the event;
- The applicant shall provide additional lighting along SR 25A;
- Receipt of required Suffolk County Department of Health permit(s), including the Vendors Temporary Food Service Permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of any permits as may be required by the New York State Department of Labor;
- Receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office
- Receipt of a Certificate(s) of Insurance to include general liability having acceptable limits naming the Town of Riverhead as an additional insured;

and be it further

**RESOLVED**, that all of the above is to be received **no later than May 25, 2016**; and be it further

**RESOLVED**, that all vendors shall be ready for a fire safety inspection no later than 12:00 noon on June 10, 2016; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Peconic Bay Medical Center, Attn: Joan Fehling, Director of Volunteer Services, 1300 Roanoke Avenue, Riverhead, New York 11901; and be it further

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

#### **THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 375**

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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

**WHEREAS**, the Town Clerk is hereby authorized to publish and post the following public notice in the May 26, 2016 issue of the News-Review Newspaper.

**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**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for 2016 SNACK VENDOR SERVICES FOR the Town of Riverhead at each of the following locations: Stotzky Park (Skate Park inclusive), Riverhead; Wading River Beach; Police Officer's Memorial Park; Reeves Beach; Horton Avenue Pocket Park; Two Bears Pocket Park; Unity Pocket Park; Grangebel Park and Millbrook Pocket Park will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on JUNE 10, 2016.

(Individual or all locations may be bid on.)

Bid packets, including Specifications, may be obtained on the website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov) on or after May 26, 2016 or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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

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

All bids are to be submitted in a sealed envelope bearing the designation BIDS FOR 2016 SNACK VENDOR SERVICES.

Dated: Riverhead, New York  
May 18, 2016

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

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution #376

**DECLARES CAMPO BROTHERS IN DEFAULT IN CONNECTION WITH  
THE SUBDIVISION ENTITLED "CEDAR COVE"**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Riverhead Planning Board, by resolution dated June 5, 2006, approved the final plat subdivision map entitled "Cedar Cove", located on the west side of West Lane, Aquebogue, New York; and

**WHEREAS**, Campo Brothers posted People's United Bank Standby Irrevocable Letter of Credit #100434 in the amount of \$202,000.00 representing improvements to be completed within said subdivision; and

**WHEREAS**, by Resolution #152, dated February 22, 2012, the Town Board approved a two-year extension of time, June 1, 2010 to June 1, 2012, for the performance security to remain in place; and

**WHEREAS**, by Resolution #566, dated July 17, 2012, the Town Board approved an additional two-year extension of time, June 1, 2012 to June 1, 2014, for the performance security to remain in place; and

**WHEREAS**, Campo Brothers has failed, or neglected to perform, the required site improvements within the subdivision entitled "Cedar Cove"; and

**WHEREAS**, Campo Brothers remains in default in connection with said subdivision.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Riverhead Town Board hereby declares Campo Brothers in default and calls upon Campo Brothers to perform in all respects, all road and drainage improvements within the subdivision entitled "Cedar Cove" or reimburse the Town for the costs and damages which the Town may sustain by reason of failure of default, and for any and all costs associated with corrective action the Town takes in the interest of protecting the health, safety and well being of the community and its residents; and be it further

**WHEREAS**, the Town Board hereby authorizes the call and draw upon the performance security posted in connection with this subdivision and retain the services of a licensed engineer to design the required improvements, suitable for public bid, and construct same at the expense of the developer; and

**RESOLVED**, that the Town Attorney is hereby directed to present People's United Bank Standby Irrevocable Letter of Credit #100434 in the amount of \$202,000.00

for payment by reason of default of Campo Brothers on or about May 29, 2014; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Michael Strauss, Esq., Attorney for Campo Brothers, 907 Main Street, Suite 2, Port Jefferson, New York, 11777; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution  Was Thereupon Duly Declared **TABLED**

TABLED

**TOWN OF RIVERHEAD**

**Resolution # 377**

**RATIFIES REMOVAL OF BUNKER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, during the spring of 2015, the Town of Riverhead in the waters of the Peconic River, experienced a bunker die-off resulting in hundreds upon thousands of dead bunker washing up along the shores of the Peconic River within the Town of Riverhead; and

**WHEREAS**, the size and quantity of dead bunker caused hazardous conditions, including but limited to diminished air quality, accumulation of flies and other insects; and

**WHEREAS**, by resolution 484, adopted on June 16, 2015, the Town Board authorized the removal of the dead bunker on an emergency basis due to the aforementioned environmental and hazardous conditions; and

**WHEREAS**, the Town of Riverhead is once again experiencing a large amount of bunker in the Peconic River this year; and

**WHEREAS**, the algae blamed for the 2015 bunker die-off has appeared in the waters of the Peconic River in about the same density as that observed in 2015 creating a real possibility of another kill; and

**WHEREAS**, the Town of Riverhead and New York State Department of Environmental Conservation (DEC) have agreed that taking of the bunker to counter or lessen any imperil to the well-being and health of the citizens and visitors of the Town of Riverhead is appropriate; and

**WHEREAS**, the parties taking the bunker have advised the Town and DEC that payment of four cents (\$0.04) per pound would bridge any financial gap; and

**WHEREAS**, with the approval of New York State DEC and the Town, commercial fisherman have begun taking additional bunker from the Peconic River subject to the oversight and sampling of the catches by the DEC.

**NOW, THEREFORE BE IT HEREBY RESOLVED**, that the Town Board, be and hereby, ratifies the verbal agreement between the Town of Riverhead and New York State DEC which authorized additional bunker to be taken from the Peconic River subject under the oversight of the DEC and which agreement provided for the payment of four cents (\$0.04) per pound for all bunker taken from the waters of the Peconic River within the Town of Riverhead; and be it further

**RESOLVED**, with the understanding that reimbursement will be sought and provided from the DEC, the Riverhead Town Board hereby authorizes the Supervisor upon submission of vouchers to make payment of to those fishermen in the amount of four cents (\$0.04) per pound for all bunker taken from the waters of the Peconic River within the Town of Riverhead for a total sum not to exceed \$30,000; and be it further

**RESOLVED**, that the Riverhead Town Board hereby authorizes the Supervisor to execute vouchers and such other documents deemed necessary to obtain reimbursement of one-half, or two cents (\$0.02) per pound from the New York State DEC; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Town Engineer, New York DEC Region 1, the Office of the Town Attorney and the Office of Accounting.

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 378

**EXTENDS BID CONTRACT FOR WELL AND PUMP TESTING  
FOR THE RIVERHEAD WATER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, Victor Elefante Technical Services was awarded the bid for well and pump testing services by Resolution #150531 adopted July 7, 2015, for a one-year period to July 7, 2016; and

**WHEREAS**, the Riverhead Water District has requested that the bid be extended for one (1) year to July 7, 2017, pursuant to the terms of the award document, which would constitute the first extension under the terms of the award document; and

**WHEREAS**, the above-named vendor has agreed to extend the contract until July 7, 2017, per the attached bid sheet; and

**WHEREAS**, the Town Board has reviewed said request.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid contract for well and pump testing services be and is hereby extended to July 7, 2017, 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 Victor Elefante Technical Services, 5 Monte Lane, Center Moriches, New York, 11934; 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**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT                      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted



## **RWD Riverhead Water District**

Mark K Conklin, Superintendent  
1035 Pulaski Street, Riverhead, New York 11901  
Phone: 631-727-3205 FAX: 631-369-4608

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### **Bid Extension Notice**

To: Victor Elefante  
Victor Elefante Technical Services

From: Riverhead Water District

Date: May 4, 2016

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for well and pump testing services will expire on July 7, 2016.

The Town of Riverhead would like to extend this contract for a period of one (1) year until July 7, 2017, at the current bid price attached to this notice. This will be the first extension under the terms of the current contract.

If this extension meets with your approval, please complete the bottom portion of this extension notice and return it to us within the next five (5) business days.

Date: MAY 6, 2016

VICTOR ELEFANTE TECHNICAL SERVICES

Victor Elefante  
Authorized Signature

VICTOR ELEFANTE

Title: President

APPENDIX B

**BID PROPOSAL  
RIVERHEAD WATER DISTRICT  
WELL AND PUMP TESTING, EVALUATION, REPORTING  
And INFORMATION MANAGEMENT**

**Bidder Name:** VICTOR ELEFANTE TECHNICAL SERVICES

**ITEM 1 – Well & Pumps Testing, Evaluation, Reporting & Information Management**

- I Full performance tests and reports on performance characteristics throughout full operating range and vibration analysis price per well on an "as needed" basis \$ 500<sup>00</sup>
- II Periodic maintenance services and reports on performance under normal system condition with vibration testing per well on an "as needed" basis \$ 165<sup>00</sup>
- III Maintain operational and historical information on off-site database and update District database per well on an "as needed" basis \$ 130<sup>00</sup>
- \*IV "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis \$ 0<sup>00</sup>

**ITEM 2 - Inspection, Analysis & Reports on the Condition of Wells & Pumping Equipment**

- I Includes regular maintenance with recommendations for most cost-effective repair of equipment; review and analysis of well performance and recommendations for correcting existing operational problems; well and pump maintenance management and oversight; assist in implementation of operation and equipment changes to assure success of program to maximize savings in power costs per well on an "as needed" basis.  
  
Hourly rate based upon the assumption  
Of 10 hrs per well @ 140 \$ 1,400<sup>00</sup>
- \*II "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis. \$ 0<sup>00</sup>

**BID PROPOSAL (continued)**

**ITEM 3 - Power Cost Reduction Services**

Power Cost Reduction Study, including site survey, system profile through collection and analysis of operational information per well on an "as needed" basis.

\$ 140<sup>00</sup> per hr.

**TOTAL AMOUNT BID FOR ITEMS PER WELL:**

**TOTAL \$ 2335.00**

**\*Attach certification and/or licences**

TOWN OF RIVERHEAD

Resolution # 379

**EXTENDS BID FOR QUICK LUBE MAINTENANCE  
FOR USE IN THE RIVERHEAD WATER DISTRICT**

Councilman Hubbard offered the following resolution,  
which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Board of the Town of Riverhead adopted Resolution #150530 on July 7, 2015, awarding the bid for quick lube maintenance for use by the Riverhead Water District to North Shore Generator Systems, Inc.; and

**WHEREAS**, the Riverhead Water District has requested that the contract with North Shore Generator Systems, Inc., be extended for one (1) year pursuant to the terms and conditions of the current bid contract to July 7, 2017; and

**WHEREAS**, North Shore Generator Systems, Inc., has agreed to extend the contract through July 7, 2017, per the attached Bid Extension Notice at the original bid amount as attached hereto and constitutes the first extension pursuant to the terms of the current bid contract; and

**WHEREAS**, the Town Board has reviewed said request.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the bid contract for with North Shore Generator Systems, Inc., for quick lube maintenance of its diesel generators for the Riverhead Water District be and is hereby extended through July 7, 2017; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to North Shore Generator Systems, Inc., 1860 Pond Road, Suite 5, Ronkonkoma, New York, 11779;

**BE IT FURTHER RESOLVED,**

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT                      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

QUICK LUBE BID PROPOSAL SHEET

BID #: RWD-2015-34

1. Quick Lube Bid (three [3] units total) \$ 1350<sup>00</sup> L.S. per unit 450<sup>00</sup> each
  
2. Quick Lube Bid with Generator (seven [7] units) \$ 3150<sup>00</sup> L.S. per unit 450<sup>00</sup> each

TOWN OF RIVERHEAD

Resolution # 380

**EXTENDS CONTRACT FOR WELL AND PUMP EMERGENCY SERVICES FOR THE RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, the Riverhead Water District awarded a bid for well and pump emergency service to Layne Christiansen Company, by Resolution #140530 adopted May 21, 2014, for the period June 19, 2014, through June 18, 2015, which contract was further extended by Resolution #150580 adopted 8/4/2015 ratifying the effective date of June 19, 2015 through June 18, 2016; and

**WHEREAS**, the above-named vendor has agreed to extend the contract for one year through June 18, 2017 per the attached Bid Extension Notice at the original bid amount as attached hereto, which constitutes the second extension per the original contract; and

**WHEREAS**, the Town Board has reviewed said request.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby approves the extension of the bid contract for well and pump emergency service for the Riverhead Water District originally awarded to Layne Christensen Company by Resolution #140390 adopted May 21, 2014, for one year through June 18, 2017, at the cost of the original bid as attached hereto; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Layne Christensen Company, 1126 Lincoln Avenue, Holbrook, New York, 11741; and be it further

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted



RIVERHEAD WATER DISTRICT  
Mark K Conklin, Superintendent  
1035 Pulaski Street  
Riverhead, New York 11901  
Phone (631) 727-3205  
Fax (631) 369-4608

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**Bid Extension Notice**

To: Bob Grecki, General Manager  
Layne Christensen Co.

From: Riverhead Water District

Date: April 1, 2016

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract extension with you for well and pump emergency service expires June 18, 2016.

The Town of Riverhead would like to extend this contract for a period of one (1) year until June 18, 2017. This will be the second and final extension pursuant to the terms of the current original bid contract.

If this extension meets with your approval, please complete the bottom portion of this letter and return it to us immediately. Thank you.

Robert Grecki  
Authorized Signature

ROBERT GRECKI, General Manager  
Print Name

LAYNE CHRISTENSEN CO.  
Company Name

4-1-16  
Date

**PROPOSAL  
RIVERHEAD WATER DISTRICT  
WELL AND PUMP SERVICE  
BID #RWD-2014-21**

**ITEM 1**

Furnish labor and equipment to remove, inspect pump and check well:

- |                              |                                   |
|------------------------------|-----------------------------------|
| A. Up to 100 feet of setting | L.S. \$ <u>2,500<sup>00</sup></u> |
| B. Up to 150 feet of setting | L.S. \$ <u>2,800<sup>00</sup></u> |
| C. Up to 200 feet of setting | L.S. \$ <u>3,200<sup>00</sup></u> |

Additional cost for weekdays after 8 hours or Saturday:

- |                              |                                   |
|------------------------------|-----------------------------------|
| D. Up to 100 feet of setting | L.S. \$ <u>2,600<sup>00</sup></u> |
| E. Up to 150 feet of setting | L.S. \$ <u>2,900<sup>00</sup></u> |
| F. Up to 200 feet of setting | L.S. \$ <u>3,300<sup>00</sup></u> |

Additional cost for Sundays holidays:

- |                              |                                   |
|------------------------------|-----------------------------------|
| G. Up to 100 feet of setting | L.S. \$ <u>2,700<sup>00</sup></u> |
| H. Up to 150 feet of setting | L.S. \$ <u>3,000<sup>00</sup></u> |
| I. Up to 200 feet of setting | L.S. \$ <u>3,400<sup>00</sup></u> |

**ITEM 2**

Sterilize well and install pumping equipment and miscellaneous materials as required and full field performance test:

- |                              |                                   |
|------------------------------|-----------------------------------|
| A. Up to 100 feet of setting | L.S. \$ <u>2,800<sup>00</sup></u> |
| B. Up to 150 feet of setting | L.S. \$ <u>3,300<sup>00</sup></u> |
| C. Up to 200 feet of setting | L.S. \$ <u>3,800<sup>00</sup></u> |

Additional cost for weekdays after 8 hours or Saturday:

- |                              |                    |
|------------------------------|--------------------|
| D. Up to 100 feet of setting | L.S. \$ <u>200</u> |
| E. Up to 150 feet of setting | L.S. \$ <u>200</u> |
| F. Up to 200 feet of setting | L.S. \$ <u>300</u> |

Additional cost for Sundays holidays:

- |                              |                    |
|------------------------------|--------------------|
| G. Up to 100 feet of setting | L.S. \$ <u>300</u> |
| H. Up to 150 feet of setting | L.S. \$ <u>300</u> |
| I. Up to 200 feet of setting | L.S. \$ <u>400</u> |

**ITEM 3**

Mobilization and demobilization to remove **OR** install electric motor:

- |   |                                 |
|---|---------------------------------|
| A. Furnish labor and equipment to remove  | L.S. \$ <u>900<sup>00</sup></u> |
| B. Furnish labor and equipment to install | L.S. \$ <u>900<sup>00</sup></u> |

10 foot section Each \$ 1500<sup>00</sup> (15) \$ 22,500<sup>00</sup>  
 5 foot section Each \$ 1280 (2) \$ 2560  
 Total \$ 25,060<sup>00</sup>

D. Furnish 4" diameter steel threaded and coupled drop pipe  
 Cost per foot \$ 15<sup>00</sup> (100ft) Total \$ 1,500<sup>00</sup>

**ITEM 7**

Labor to refurbish existing Discharge Head L.S. \$ 750<sup>00</sup>

**ITEM 8**

Furnish labor and equipment to service existing gear drive: L.S. \$ 750<sup>00</sup>

**ITEM 9**

Furnish new 10" or 11" diameter bowl assembly:

A. 1<sup>st</sup> Stage complete with suction and discharge nozzles (1) \$ 2,400<sup>00</sup>  
 B. Additional Stage Each \$ 850<sup>00</sup> (3) \$ 2550<sup>00</sup>  
 C. Certified Test \$ 1500<sup>00</sup>  
 Total \$ 6450<sup>00</sup>

**ITEM 10**

Furnish new 12" or 13" diameter bowl assembly:

A. 1<sup>st</sup> Stage complete with suction, discharge nozzle and suction pipe (1) \$ 2,950<sup>00</sup>  
 B. Additional Stage Each \$ 950<sup>00</sup> (3) \$ 2850<sup>00</sup>  
 C. Certified Test L.S. \$ 1500<sup>00</sup>  
 Total \$ 7,300<sup>00</sup>

**ITEM 11**

Furnish one (1) new 25HP Submersible Pump, Motor, Cable (approx 100') & foot valve L.S. \$ 4800<sup>00</sup>

**ITEM 12**

Compensation for furnishing brand name parts and components including freight and trucking:

A. Up to \$100 Certified Cost plus 40 % = Sub-Total \$ 140<sup>00</sup>  
 B. Up to \$500 Certified Cost plus 40 % = \$ 700<sup>00</sup>  
 C. Up to \$1000 Certified Cost plus 40 % = \$ 1400<sup>00</sup>  
 D. Up to \$5000 Certified Cost plus 25 % = \$ 6250  
 E. Above \$5000 Certified Cost plus 25 % = \$ 6,250  
 Total \$ 14,740<sup>00</sup>

**ITEM 13**

- A. Hourly rate for two (2) man crew with rig to perform additional work,  
as required: 8 hours @ (\$ 200 ) Sub-Total \$ 1600<sup>00</sup>
- B. Weekdays after 8 hours and Saturdays  
(Item 12A hourly rate \$ 200 ) x 1.2 % = (\$ 240 )/hour  
Sub-Total \$ 240<sup>00</sup>
- C. Sunday/holiday  
(Item 12A hourly rate \$ 200 ) x 1.3 % = (\$ 260 )/hour  
Sub-Total \$ 260<sup>00</sup>
- Total \$ 2,100<sup>00</sup>

**ITEM 14**

Rate for machine shop work, including machinist and equipment:

- A. 8 hours @ (\$ 100 ) Sub-Total \$ 800<sup>00</sup>
- B. Weekdays after 8 hours and Saturdays  
(Item 14A hourly rate \$ 100 ) x 1.2 % = \$ 120 /hour  
Sub-Total \$ 120<sup>00</sup>
- C. Sunday and Holidays  
(Item 14A hourly rate hourly rate = \$ 100 ) x 1.3 % = \$ 130 /hour  
Sub-Total \$ 130<sup>00</sup>
- Total \$ 1050<sup>00</sup>

**ITEM 15**

Hourly rate for field repair work, including mechanic, truck and hand tools,  
Including 2 hours travel time:

- A. 8 hours @ (\$ 105 ) Sub-Total \$ 840<sup>00</sup>
- B. Weekdays after 8 hours and Saturdays  
(Item 15A hourly rate \$ 105 ) x 1.2 % = \$ 126 /hour  
Sub-Total \$ 126<sup>00</sup>
- C. Sunday/holiday  
(Item 15A hourly rate \$ 105 ) x 1.2 % = \$ 126 /hour  
Sub-Total \$ 126<sup>00</sup>
- Total \$ 1092<sup>00</sup>

**ITEM 16**

Perform labor and equipment to perform caliper log  
and T.V. Inspection

L.S. \$ 3000<sup>00</sup>

AMOUNT BID FOR TOTAL OR LUMP SUM (L.S.) OF EACH ITEM

TOTAL \$ 151,892<sup>00</sup>

TOWN OF RIVERHEAD

Resolution # 381

**EXTENDS BID CONTRACT FOR CORROSION CONTROL CHEMICAL  
FOR THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, Carus Corporation was awarded the bid for Corrosion Control Chemical by Resolution #160429 adopted June 2, 2015, for a one-year contract; and

**WHEREAS**, said bid document allows for the contract to be extended for two (2) one-year terms; and

**WHEREAS**, the Riverhead Water District has requested that the bid be extended pursuant to the terms of the award document; and

**WHEREAS**, the above-named vendor agreed to extend the contract until June 2, 2017, at the original bid amount of \$4.936 per gallon of product as indicated on the attached bid form; and

**WHEREAS**, the Town Board has reviewed said request.

**NOW, THEREFORE, BE IT RESOLVED**, that the bid contract awarded to Carus Corporation for Corrosion Control Chemical be and is hereby extended to June 2, 2017, at the current bid price of \$4.936 per gallon, said extension being the first extension under the terms of the contract; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Carus Corporation, 315 5<sup>th</sup> Street, Peru, IL, 61354; 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**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted



## **RWD Riverhead Water District**

Mark K Conklin, Superintendent  
1035 Pulaski Street, Riverhead, New York 11901  
Phone: 631-727-3205 FAX: 631-369-4608

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### **Bid Extension Notice**

To: Marie Marcenac, VP Sales & Marketing  
Carus Phosphates, Inc.

From: Riverhead Water District

Date: April 1, 2016

Subject: Extension of Bid – Corrosion Control Chemical (PO4)

This letter is to inform you that our current bid contract with you for corrosion control chemical (PO4) will expire on June 2, 2016.

The Town of Riverhead would like to extend this contract for a period of one (1) year until June 2, 2017, at the current contract price of \$4.936 per gallon. This will be the first extension under the terms of the current contract.

If this extension meets with your approval, please complete the bottom portion of this letter and return it to us immediately.

Barbie Smith  
Authorized Signature

CARUS CORPORATION  
CARUS PHOSPHATES, INC.  
Company Name

Barbie Smith/Bid Manager  
MARIE MARCENAC, VP Sales & Marketing  
Print Name

April 1, 2016  
Date

TOWN OF RIVERHEAD

Resolution # 382

**APPROVES CHANGE ORDER NO. 2**  
**INSTALLATION OF WATER MAINS & APPURTENANCES**  
**STONELEIGH WOODS – PHASE 4**  
**FINAL CONSTRUCTION COST – RIVERHEAD WATER DISTRICT**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, by attached letter dated May 10, 2016, H2M Group, consulting engineers to the Riverhead Water District, has recommended approval of the attached Change Order No. 2 with regard to final construction costs of installation of Water Mains and Appurtenances at Stoneleigh Woods – Phase 4 of the Riverhead Water District.

**NOW, BE IT FURTHER RESOLVED**, that the Town Supervisor be and is hereby authorized to execute Change Order No. 2 of the Riverhead Water District for the installation of Water Mains and Appurtenances at Stoneleigh Woods – Phase 4; and

**BE IT FURTHER RESOLVED**, that the original contract amount of \$165,440.00 for G&M Earth Moving, amended by Change Order No. 1 to a total amount of \$167,882.73, for the installation of Water Mains and Appurtenances be and is hereby further modified by Change Order No. 2 to a total amount of \$173,058.14; and

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

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT                      Dunleavy Yes No  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted



water

538 Broad Hollow Road, 4<sup>th</sup> Floor East tel 631.756.8000  
Melville, NY 11747 fax 631.694.4122

May 10, 2016

Supt. Mark Conklin  
Riverhead Water District  
1035 Pulaski Street  
Riverhead, New York 11901

**Re: Riverhead Water District  
Installation of Water Mains & Appurtenances  
Stoneleigh Woods - Phase 4  
Revised Final Construction Cost  
H2M Project No.: RDWD 15-51**

Dear Supt. Conklin

As you are aware, G&M Earth Moving, Inc. has performed additional work on the above reference project since my letter dated March 17, 2016 which summarized the final construction cost. On May 6, 2016 the contractor returned to the project site to provide plantings and mulch within the Sunken Pond Estates easement at a cost of \$5,800.00. However, as the contractor damaged an existing irrigation line during the water main installation in late December of last year, the cost associated for the repair will be borne by G&M Earth Moving. With the cost of the irrigation line repair at \$624.59, G&M Earth Moving is entitled to an additional \$5,175.41. The specifics of this construction cost change have been summarized in Change Order No. 2, still to be executed by all parties.

Based upon the value of Change Order No. 2, the revised final construction cost for this project is \$173,058.14. We recommend that funds from the contingency account(s) be expended to cover the additional \$5,175.41 in construction costs.

Should you have any questions, please feel free to contact our office.

Very truly yours,

**H2M architects + engineers**

Michael W. Weber, P.E.  
Senior Project Engineer

Enc.

cc: William J. Rothaar, Financial Admin  
John Collins, P.E. (H2M)

X:\RDWD (RIVERHEAD WATER DISTRICT) - 10810\RDWD1551 - STONELEIGH WOODS PHASE 4\CORRESPONDENCE\2016-05-10 - CONKLIN - REVISED FINAL CONSTRUCTION COST.DOCX

TOWN OF RIVERHEAD

Resolution # 383

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

<b>ABSTRACT #16-10 May 11, 2016 (TBM 05/18/16)</b>			
			<b>Grand</b>
<b>Fund Name</b>	<b>Fund #</b>	<b>Ckrun</b>	<b>Totals</b>
GENERAL FUND	1	1,108,822.21	1,108,822.21
POLICE ATHLETIC LEAGUE	4	5,476.98	5,476.98
RECREATION PROGRAM FUND	6	9,531.98	9,531.98
HIGHWAY FUND	111	137,667.20	137,667.20
WATER DISTRICT	112	497,946.76	497,946.76
RIVERHEAD SEWER DISTRICT	114	94,777.20	94,777.20
REFUSE & GARBAGE COLLECTION DI	115	217,128.60	217,128.60
STREET LIGHTING DISTRICT	116	40,877.89	40,877.89
PUBLIC PARKING DISTRICT	117	5,504.48	5,504.48
BUSINESS IMPROVEMENT DISTRICT	118	194.00	194.00
AMBULANCE DISTRICT	120	13,788.92	13,788.92
EAST CREEK DOCKING FACILITY FU	122	4,430.38	4,430.38
CALVERTON SEWER DISTRICT	124	7,119.01	7,119.01
RIVERHEAD SCAVENGER WASTE DIST	128	34,202.84	34,202.84
WORKERS' COMPENSATION FUND	173	3,748.16	3,748.16
GENERAL FUND DEBT SERVICE	384	309,810.17	309,810.17
WATER DISTRICT CAPITAL PROJECT	412	1,900.00	1,900.00
CALVERTON SEWER CAPITAL PROJEC	424	26,262.75	26,262.75
TRUST & AGENCY	735	2,677,087.38	2,677,087.38
CALVERTON PARK - C.D.A.	914	3,099.00	3,099.00
<b>TOTAL ALL FUNDS</b>		<b>5,199,375.91</b>	<b>5,199,375.91</b>

THE VOTE

Hubbard  Yes  No      Giglio  Yes  No  
Wooten ABSENT      Dunleavy  Yes  No  
Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 384

**EXTENDS BID CONTRACT FOR DISPOSAL AND RECYCLING OF MUNICIPAL  
SOLID WASTE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

**WHEREAS**, by Town Board Resolution #289 adopted on April 21, 2015, the Town Board awarded the bid for Disposal and Recycling of Municipal Solid Waste to Maggio Environmental Services, Inc. for a period of one year; and

**WHEREAS**, the contract provided that the Town of Riverhead have the option of extending the contract term for one (1) additional year; and

**WHEREAS**, the Town Engineer has requested the contract with Maggio Environmental Services, Inc. be extended for one (1) year beginning May 1, 2016; and Maggio Environmental Services has agreed to extend the contract for Disposal and Recycling of Municipal Waste one (1) year beginning May 1, 2016 subject to the same terms and conditions set forth in the original contract.

**NOW THEREFORE BE IT RESOLVED**, that the contract with Maggio Environmental Services be extended for one (1) year beginning May 1, 2016 under the same terms and conditions set forth in the original contract; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Maggio Environmental Services, 88 Old Dock Road, Yaphank, NY 11980; and be it further

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

On a motion by Councilman Dunleavy, seconded by Councilwoman Giglio, resolution #384 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution  Was Thereupon Duly Declared Adopted



**ENGINEERING DEPARTMENT**  
1295 Pulaski Street  
Riverhead, New York 11901  
(631)727-3200, Ext. 201  
Fax: (631)369-7739

**Kenneth Testa, P. E.**  
**Town Engineer**  
**Drew Dillingham**  
**Assistant Town Engineer**

**email: [testa@riverheadli.com](mailto:testa@riverheadli.com)**

**email: [dillingham@riverheadli.com](mailto:dillingham@riverheadli.com)**

### CONTRACT EXTENSION NOTICE

**TO:** Maggio Environmental Services, LLC  
**FROM:** Kenneth Testa, P.E., Town Engineer  
**Date:** May 12, 2016  
**SUBJECT:** Contract Extension

This letter is to inform you that your current contract expired on April 30, 2016. That contract has a provision which allows the Town of Riverhead to extend the contract for one year upon mutual agreement of the parties and subject to the same terms and conditions set upon in the 2015 contract.

The Town of Riverhead would like to extend that contract from May 1, 2016 until April 30, 2017 subject to your approval.

If this extension meets with your approval, please complete the bottom portion of this letter and return to us as soon as possible. Thank you.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**TOWN OF RIVERHEAD**

**Resolution # 385**

**AUTHORIZING WAIVER OF 30 DAY NOTIFICATION REQUIRED**  
**BY THE NEW YORK STATE LIQUOR AUTHORITY**  
**(TGI Fridays)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, GC Fridays NY LLC (TGI Fridays) located at 1480 Old Country Road, Riverhead, New York, intends to apply for a liquor/wine/beer & cider application; and

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

**WHEREAS, Theresa M. Russo**, as agent for GC Fridays NY LLC. has requested that the Town waive the thirty (30) day notification required by the New York State Liquor Authority in an effort to expedite the application for the liquor license.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead waives the thirty (30) day notice period in regard to application by GC Fridays NY LLC for a liquor/wine/beer & cider license from the New York State Liquor Authority, allowing to expedite submission of the liquor license application; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Theresa M. Russo, Shenker Russo & Clark, LLP, 121 State Street, 4<sup>th</sup> Floor, Albany, NY 12207; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to GC Fridays, LLC, (D/B/A TGI Fridays) 1480 Old Country Road, Riverhead, New York, 11901, BIT Investment Twenty Seven LLC, c/o Morris Corporate Center, 1300 Interpace Parkway, Bldg. C, 3<sup>rd</sup> Floor, Parsippany, NJ 07054 and that all Town Hall Departments may review and obtain a copy of this resolution from the Town's electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

On a motion by Councilman Dunleavy, seconded by Councilwoman Giglio, resolution #385 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution  Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 386**

**AUTHORIZES THE RECREATION DEPARTMENT TO PROVIDE PARKING OR 4X4  
BEACH ACCESS STICKERS AT NO CHARGE TO RIVERHEAD FIRE  
DEPARTMENTS AND AMBULANCE COMPANIES**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilwoman Giglio

**RESOLVED**, that the Town Board grants permission to the Recreation Department to provide parking stickers or 4x4 beach stickers at no charge to Riverhead residents who are active and unpaid volunteers of the following fire districts or ambulance services: (1) Jamesport Fire District; (2) Manorville Fire District; (3) Riverhead Fire District; (4) Wading River Fire District; and (5) Riverhead Volunteer Ambulance Corps, subject to and provided that the Chief of each department/company submits a list of such Riverhead resident, unpaid active members. Recreation Department is to grant only (1) sticker per member; 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.

On a motion by Councilman Dunleavy, seconded by Councilwoman Giglio, resolution #386 was TAKEN OFF THE FLOOR, motion carried by unanimous vote. Immediately thereafter there was a motion to put to vote.

**THE VOTE**

Hubbard Yes No      Giglio Yes No  
Wooten ABSENT      Dunleavy Yes No  
Walter Yes No

The Resolution  Was Thereupon Duly Declared Adopted