

JUNE 7, 2016

CDA RESOLUTION LIST:

CDA

Res. #9 Authorizes the Chairman to Execute an Agreement with Under the Sun Inserts for Use of Town of Riverhead Community Development Agency Premises in Connection with a Commercial

TOWN BOARD RESOLUTION LIST:

- Res. #393** 2016 Chips Road Resurfacing Capital Project Budget Adoption
- Res. #394** EPCAL Sewer Improvement Project #20017 Budget Adjustment
- Res. #395** Acceptance of 2015 Audited Community Preservation Fund
- Res. #396** Appoints Student Intern to the Accounting Department (Jamie Lessard)
- Res. #397** Terminates a Leave of Absence and Ratifies the Reappointment of Part-Time Police Officers to Active Duty Status
- Res. #398** Establishes Standard Work Day for Elected Officials
- Res. #399** Authorizes Publication of Help Wanted Advertisement for a Water Treatment Plant Operator Trainee
- Res. #400** Ratifies Adjustment to Hourly Rate of Pay for Homemaker (Kristina Georgoulakos)
- Res. #401** Amends Resolution #354
- Res. #402** Appoints a Deputy Town Attorney (Dawn C. Thomas)
- Res. #403** Setting Terms and Conditions of Employment for Deputy Town Attorney, Dawn C. Thomas
- Res. #404** Appoints a Maintenance Mechanic I to the Buildings and Grounds Division of the Town Engineer's Department (Stephen O'Kula)
- Res. #405** Appoints a Senior Cook (Charles Klein)
- Res. #406** Amends Resolution #360
- Res. #407** Appoints Part-Time Homemakers to the Seniors Program (Adrienne Dillingham and Gloria Ritter)
- Res. #408** Authorizes Increase to Salary of Water District Superintendent

- Res. #409 Appoints a Provisional Community Relations Specialist (Elizabeth Flood)**
- Res. #410 Appoints a Provisional Administrative Assistant (Emily Grodski)**
- Res. #411 Accepts the Resignation of a Temporary Food Service Worker (Lori Siebert)**
- Res. #412 Appoints a Temporary Substitute Food Service Worker to the Seniors Programs (Joanna Sawaya)**
- Res. #413 Authorizes Supervisor to Execute Contract Amendment with the Deputy Water District Superintendent**
- Res. #414 Changes the Status of Part-Time Police Officers**
- Res. #415 Appoints Seasonal Beach Attendants to the Recreation Department**
- Res. #416 Appoints Seasonal Lifeguards to the Recreation Department**
- Res. #417 Appoints Seasonal Senior/Head Lifeguards to the Recreation Department**
- Res. #418 Appoints Seasonal Recreation Aides to the Recreation Department**
- Res. #419 Ratifies the Appointment of Seasonal Recreation Leaders to the Recreation Department**
- Res. #420 Appoints Seasonal Recreation Staff to the Recreation Department**
- Res. #421 Appoints a Call-In Recreation Aide to the Riverhead Recreation Department (Aleki Lui)**
- Res. #422 Appoints Call-In Recreation Aide to the Recreation Department (Rachael Doroski)**
- Res. #423 Appoints Call-In Assistant Recreation Leader to the Recreation Department (Sarah Freeborn)**
- Res. #424 Appoints a Call-In Recreation Aide to the Recreation Department (Kaitlyn Keane)**
- Res. #425 Appoints Call-In Park Attendant II to the Recreation Department (Christopher Patti)**
- Res. #426 Appoints Call-In Assistant Recreation Leader to the Recreation Department (Jaclyn Zilnicki)**
- Res. #427 Appoints Call-In Recreation Specialist to the Recreation Department (Kristen Andrejack)**

- Res. #428** Classifies Application as a Type I Action Pursuant to SEQRA and Request lead Agency Status Site Plan of Peconic Care at EPCAL
- Res. #429** Awards Bid for Janitorial Supplies
- Res. #430** Awards Bid for Police Uniforms for the Town of Riverhead
- Res. #431** Rejects Bid for Townwide Printing 2016
- Res. #432** Rejects Bid for Food & Meat Products 2016
- Res. #433** Public Interest Order in the Matter of the Increase and Improvement of Facilities of Calverton Sewer District in the Town of Riverhead, Suffolk County, New York
- Res. #434** Extends Bid Award for Riverhead Sewer District Removal and Disposal of Liquid Sludge
- Res. #435** Authorizes the Acceptance of Donations for Scoreboard at “Bob Burns Field” (Field #4) at Stotzky Park
- Res. #436** Adopts a Local Law to Provide for the Codification of the Local Laws, Ordinances and Certain Resolutions of the Town of Riverhead into a Municipal Code to be Designated the “Code of the Town of Riverhead”
- Res. #437** Adopts a Local Law to Amend Chapter 108 “Zoning” of the Riverhead Town Code (§108-76 Board of Appeals Powers)
- Res. #438** Adopts a Local Law to Amend Chapter 101 Entitled “Vehicles & Traffic” of the Riverhead Town Code (§101-3. Stop and yield intersections; railroad crossings; parking fields. (Deep Hole Rd. intersecting with Twomey Ave., Calverton)
- Res. #439** Amends Resolution #139 of 2016 Setting Fees for Usage of Recreation and Other Town Facilities to Correct Number of Owner Parking Permits for East Creek Docking Facility and Eliminate East Creek Boat Launch Facility Time Restriction for usage of Facility
- Res. #440** Amends Resolution #323 of 2016 Authorizing License Agreement with Eastern Bays Company, Inc. to Allow the Installation of Floating Upweller Systems (FLUPSY) in East Creek
- Res. #441** Authorizes the Supervisor to Execute an Agreement Authorizing the Town to Accept Funds from Suffolk County Office for the Aging to Supplement the Town’s Residential Repair Program for the Elderly
- Res. #442** Awards Bid for Highway Department Grinding of Town Yard Waste On-Site at South Side Young’s Avenue Yard Waste Facility

- Res. #443** Consent of Town Board to Accept Offer of Dedication and Release of Land for Laying Out and Declaring Such Land Town Highway by Use
- Res. #444** Authorizes the Extension, Nunc Pro Tunc, of Service Agreement with W.A.S.T.E., Inc. for Town of Riverhead Calverton Sewer District
- Res. #445** Rejects Bid Proposals Seeking to Locate at EPCAL for New Renewable Capacity and Energy (LIPA 2015 Renewable RFP)
- Res. #446** Consents to Town Justices Serving in the Riverhead Justice Court when Sitting as the East End Regional Intervention Court
- Res. #447** Approves Chapter 90 Application of Riverhead Raceway Inc. in Part (Drive-In Movie Series)
- Res. #448** Ratifies the Approval of the Chapter 90 Application of Home Depot Development of Maryland, Inc. (Plants, Annuals & Tree Sale – May 15, 2016 through July 10, 2016)
- Res. #449** Approves Chapter 90 Application of Riverhead Raceway Inc. (Car Show & Swap Meet – Sunday, July 31, 2016)
- Res. #450** Approves the Chapter 90 Application of Old Steeple Community Church (Annual Antique Fair – Saturday, August 27, 2016)
- Res. #451** Appoints Interpreter for Police Department and Justice Court (Roselle Borrelli)
- Res. #452** Authorizes Settlement of Legal Action by Allstate Insurance Company as Subrogee of Mary Jennifer Drower against the Town of Riverhead
- Res. #453** Awards Bid for the Sale of 1995 GMC Bucket Truck
- Res. #454** Offers Support to the Application of Jamesport Meeting House Preservation Trust
- Res. #455** Extends Bid for Annual Diesel/Generator Maintenance for the Riverhead Water District
- Res. #456** Accepts the Resignation of a Bingo Inspector (Nicole Buckner)
- Res. #457** Approves the Application for Fireworks Permit of Lisa Cook & Denny Teason Wedding at Baiting Hollow Golf Club (Saturday – June 11, 2016)
- Res. #458** Pays Bills

**TOWN OF RIVERHEAD
Community Development Agency**

Resolution # 9

AUTHORIZES THE CHAIRMAN TO EXECUTE AN AGREEMENT WITH UNDER THE SUN INSERTS FOR USE OF TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY PREMISES IN CONNECTION WITH A COMMERCIAL

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, in conjunction with use of a town highway, Under the Sun Inserts (sometimes "NBC") has expressed its desire to use property of the Town of Riverhead Community Development Agency (CDA) on June 23, 2016; namely the inactive 7,000 foot runway at the Enterprise Park at Calverton (EPCAL) for the purposes of videotaping a commercial; and

WHEREAS, the CDA Board is agreeable to permitting the use of the 7,000 foot runway on June 23, 2016.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman is hereby authorized to execute an Agreement between the Town of Riverhead and Town of Riverhead Community Development Agency (CDA) and with Under the Sun Inserts in substantially the form attached; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Under the Sun Inserts, -----, the Police Department, the Town Attorney, Community Development and the Accounting Department; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

LOCATION AGREEMENT

PICTURE TITLE: COMMERCIAL

PROPERTY OWNER:
**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT
AGENCY**

PRODUCTION COMPANY:
UNDER THE SUN INSERTS

ADDRESS:
200 Howell Avenue
Riverhead, New York 11901

ADDRESS :

PHONE: (631) 727-3200
FAX: (631) 727-6152

PHONE: (631) 831-5695
FAX: (631)

Our signatures in the spaces provided below, will confirm the following agreement between the Property Owner ("Owner") and above named production company ("Company") regarding use of the Premises described below in connection with the production or the videotaping of a commercial for use by the production company (the "Commercial") and no other further use. This agreement sets forth the entire understanding between Owner and Company and may not be altered except by another written agreement signed by both Owner and Company.

1. Owner hereby grants to the Company exclusive right during the term hereof to enter upon and to utilize the premises described below and to bring onto the premises such personnel and equipment as we deem necessary, for and in connection with the production of the Commercial, upon the terms set forth herein. The Agreement allows the Company to enter upon the Premises (with personnel, materials, vehicles, and equipment), erect motion picture sets and place props thereon, conduct activities upon and photograph and record at the Premises (including, without limitations, to photograph and record both the real and personal property, all of the signs, displays, interiors, exteriors, and the like appearing therein.) No racing, drifting or high speed maneuvers are permitted.
2. The term "the Premises" as used herein refers to the premises located at:
 - a) Inactive runway (7,000 foot runway) at the Enterprise Park at Calverton (EPCAL).
3. The term hereof ("The Term") shall commence on June 23, 2016 at 7:00 o'clock a.m. and shall continue until June 23, 2016 at 5:00 o'clock p.m. for purposes of access to the above described runway. Production personnel may, prior to the commencement of the Term, enter, visit, storyboard, photograph or otherwise inspect the Premises to plan and set up for production without additional charge at reasonable times and with reasonable notice to the owner and/or agent.
4. Owner hereby represents and warrants that:
 - a) Owner has the right authority to make and enter into this Agreement and to grant Company rights set forth herein;
 - b) the consent or permission of no other person, firm, or corporation is necessary in order to enable company to enjoy full rights to the use of the Premises except as outlined

- herein;
- c) the undersigned will take no action, nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Premises by Company as outlined herein; and
 - d) there are no outstanding contracts or commitments of any kind which conflict with this Agreement or may limit, restrict or impair Company's use and enjoyment of the Premises or the rights granted to Company hereunder.
5. As compensation for our use of the Premises, police personnel and police vehicles during the Term, Company shall pay Owner upon signing this agreement and prior to our entry based on the following rates:
- a) License/film permit fee for use of runway (1 days): \$ 2,500.00.

Payment of \$2,500.00 shall be made to the "Town of Riverhead Community Development Agency" which sum is due upon Company signing this agreement.

6. Nothing herein shall obligate Company to photograph, to use such photography, or to otherwise use the Premises, but Company reserves the right to complete any photography or other recordings commenced on the Premises. Company shall have the right to photograph, record and depict the Premises and/or any part or parts thereof, accurately or otherwise, as we may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Premises or any part or thereof, in connection with the Photoplay and any other photoplay produced by us or by others except that Company may not use any images of the police personnel and/or the police vehicles. Company shall have the right to construct a set duplicating all or any part of the premises (including, but not limited to, any signs and the interiors of said Premises) for the purpose of completing scheduled work, or for filming retakes, added scenes, advertisements or promotions.
7. The Company agrees to leave the Premises in good condition and order, and to use reasonable care to prevent damage to the Premises. Promptly following the expiration of the Term and, if applicable, promptly upon the completion of any additional use by Company of the premises, but not later than three (3) business days after such expiration of the Term and completion of additional use, respectively, Company shall remove from the Premises all structures, equipment and other materials placed thereon by Company.
8. The Company will be responsible for providing commercial general liability insurance in the amount of not less than \$2,000,000.00 with a company or companies reasonably satisfactory to the Town. The Company agrees to hold Owner safe and harmless and to indemnify Owner for damage to the Premises and property located thereon and for personal injury occurring on the Premises during the Term and from any and all liability and loss which Owner may incur by reason of any accidents, injuries, death or other damage to the Premises directly caused by our negligence in connection with our use of the Premises. In connection therewith, the Owner agrees to submit to Company in writing, within five (5) days after the expiration of the Term (including any

additional use by us of the Premises) a detailed listing of all claimed property damage or personal injuries for which the Company is responsible, and Owner shall permit the Company representatives to inspect the property so damaged.

9. The Owner hereby agrees to indemnify and hold Company, its licensees, successors, assigns, its and their employees, agents, officers, and suppliers free and harmless from and against any and all loss, costs, liability, damages, claims, demands, action or cause of action, and expenses (including, but not limited to, attorneys' fees) of any nature arising from, growing out of, or concerning: (a) any breach of agent or owner of any of the above warranties or any provision of this Agreement; and (b) any accidents, injuries, death or other damage directly caused by the negligence of the Owner.

10. Owner hereby acknowledges that neither you nor any owner or tenant, or other party now or hereafter having an interest in said Premises, has any interest in our photography or recording on or of the Premises, nor any right of action against us or any other party arising out of any use of said photography and the advertising and promotion thereof. Owner hereby grants to Company, our successors and assigns the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises in connection with the Photoplay in such manner and to such extent as Company desires in its sole discretion. Company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the premises, in perpetuity throughout the universe. Company may not use any images of the police personnel and/or the police vehicles.

11. The sole right as to any breach or alleged breach hereunder by Company shall be the recovery of money damages, if any, and the rights herein granted by Owner shall not terminate by reason of such breach. In no event may Owner terminate this agreement or obtain injunctive or other equitable relief with respect to any breach by the Company of obligations hereunder.

UNDER THE SUN INSERTS

By: _____

Name: JOSEPH SANFILIPPO

Title: CO-OWNER

**TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY**

By: _____

Name: SEAN M. WALTER

Title: CHAIRMAN

TOWN OF RIVERHEAD

Resolution # 393

2016 CHIPS ROAD RESURFACING CAPITAL PROJECT

BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Consolidated Local Street and Highway Improvement Program (CHIPS) have allocated 2016 State funds of \$372,040.15 and \$23,452.20 rollover funds from 2015 available for road resurfacing; and

WHEREAS, the Superintendent of Highways request a budget be set up using these State funds for various road resurfacing of town roads.

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

	<u>FROM</u>	<u>TO</u>
406.053501.492500.45124 CHIPS Aid	395,000	
406.051100.523030.45124 Road Reconstruction		395,000

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Highway 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy ABSENT
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 394

EPCAL SEWER IMPROVEMENT PROJECT #20017

BUDGET ADJUSTMENT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Superintendent of Sewer requests a budget transfer for the EPCAL Sewer Improvement Project from Sewer Pump Station Mains and Laterals to cover the cost of fencing for the new Ball Field Pump Station.

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

	<u>FROM</u>	<u>TO</u>
424.081300.523012.20017 Sewer Pump Station Mains	7,000	
424.081300.523020.20017 Ball Field Pump Fence Installation		7,000

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Sewer 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy ABSENT
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 395

**ACCEPTANCE OF 2015 AUDITED
COMMUNITY PRESERVATION FUND**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead authorized George R. Rehn, CPA to conduct the audit of the records of the Town of Riverhead Community Preservation Fund for the year ended December 31, 2015; and

WHEREAS, George R. Rehn, CPA has audited the Community Preservation Fund and issued a report in accordance with NY Town Law §64-E.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby accepts the Community Preservation Fund audit report for the year ended December 31, 2015: and

THEREFORE BE IT FURTHER RESOLVED, that the Town Clerk provide a copy of this resolution to the Accounting Department: and

THEREFORE BE IT FURTHER RESOLVED that the I.T. Department is authorized to post the CPF Audit Report for the year ended December 31, 2015 on the Town of Riverhead's web site;

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 396

APPOINTS STUDENT INTERN TO THE ACCOUNTING DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the need for Student Interns exists in the Accounting Department,
and

WHEREAS, the recommendation of the Financial Administrator has been
received,

NOW THEREFORE BE IT RESOLVED, that effective June 20, 2016 through
September 16, 2016 Jamie Lessard is hereby appointed to the position of Student
Intern II 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 the same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 397

TERMINATES A LEAVE OF ABSENCE AND RATIFIES THE REAPPOINTMENT OF PART-TIME POLICE OFFICERS TO ACTIVE DUTY STATUS

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Resolution #763, duly adopted by the Riverhead Town Board on November 4, 2015, appointed John DeSuno and Maxwell Kutscher to the position of Part-time Police Officer; and

WHEREAS, John DeSuno and Maxwell Kutscher were placed on a leave of absence until their successful completion of required training at the Suffolk County Police Academy; and

WHEREAS, they did successfully complete their required training at the Suffolk County Police Academy.

NOW, THEREFORE BE IT RESOLVED, that this leave of absence is terminated and effective May 17, 2016, the Town Board hereby ratifies the reappointment of John DeSuno and Maxwell Kutscher and places them on part-time active duty status at an hourly rate of pay of \$21.00; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 398

ESTABLISHES STANDARD WORK DAY FOR ELECTED OFFICIALS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

BE IT RESOLVED, that the Town Board of the Town of Riverhead, NYSLERS Location Code #30013, hereby establishes the following as the standard work day for appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by this official to the clerk of this body:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier I)	Current Term Begin & End dates (mm/dd/yy-mm/dd/yy)	Participates in Employer's Time Keeping System (Yes/No If Yes, do not complete the last two columns)	Record of Activities Result	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials									
Town Supervisor	7.00	Sean Walter	XXXX	XXXXXXXX-X		01/01/2016-12/31/2017	N	7	
Tax Receiver	7.00	Laurie Zaneski	XXXX	XXXXXXXX-X		01/01/2016-12/31/2019	N	7	
Town Clerk	7.00	Diane M. Wilhelm	XXXX	XXXXXXXX-X		01/01/2016-12/31/2019	N	7	
Assessor	7.00	Mason Hass	XXXX	XXXXXXXX-X		01/01/2016-12/31/2019	N	7	
Assessor	7.00	Paul Leszczynski	XXXX	XXXXXXXX-X		01/01/2016-12/31/2019	N	7	
Town Justice	7.00	Lori M. Hulse	XXXX	XXXXXXXX-X		01/01/2016-12/31/2019	N		X

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 399

**AUTHORIZES PUBLICATION OF HELP WANTED ADVERTISEMENT FOR
A WATER TREATMENT PLANT OPERATOR TRAINEE**

Councilwoman Giglio Offered the following resolution,

Which was seconded by Councilman Hubbard

RESOLVED, the Town Clerk is hereby authorized to publish the attached Help Wanted Advertisement for a Water Treatment Plant Operator Trainee in the June 9, 2016 issue of the News Review.

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

ADVERTISEMENT TO BE PLACED IN NEWS REVIEW

Water Treatment Plant Operator Trainees - The Town of Riverhead is seeking Water Treatment Plant Operator Trainees. Annual salary is \$47,158.31.

Qualifications: Graduation from high school or possession of a high school equivalency diploma. Valid NYS driver's license. Familiarity with elementary principles of chemistry and general science; good observation skills; mechanical aptitude; ability to learn principles and procedures relating to the operation and maintenance of pumps, valves and related mechanical equipment; ability to get along well with others, ability to understand and follow oral and written instructions; industry and dependability; tact and courtesy; physical condition commensurate with the demands of the position.

Applications due: June 24, 2016
Town of Riverhead-Personnel Department
200 Howell Avenue, Riverhead, NY 11901

TOWN OF RIVERHEAD

Resolution # 400

RATIFIES ADJUSTMENT TO HOURLY RATE OF PAY FOR HOMEMAKER

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, the hourly rate of the following part-time employee of the town of riverhead is increased effective June 1, 2016 as follows:

Kristina Georgoulakos \$14.83

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 401

AMENDS RESOLUTION #354

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Resolution #354 was adopted on May 18, 2016 setting the salaries of 2016 summer recreation personnel; and

WHEREAS, the salary scheduled attached to Resolution # 354 omitted certain job titles necessary for the smooth operation of various summer recreation programs.

RESOLVED, that this Town Board hereby amends Resolution # 354 and sets the salaries of the 2016 summer recreation personnel according to the attached schedule.

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 Yes No Dunleavy ABSENT
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/ Senior Park Attendant</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 # 402

APPOINTS A DEPUTY TOWN ATTORNEY

Councilwoman Giglio Offered the following resolution,

Which was seconded by Councilman Hubbard

WHEREAS, a vacancy for the position of a Deputy Town Attorney has existed in the Town Attorney's department since April of 2015.

RESOLVED, that effective September 1, 2016, this Town Board hereby appoints Dawn Thomas to the position of Deputy Town Attorney at an annual salary of \$100,000.00.

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 403

**SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR DEPUTY TOWN ATTORNEY DAWN C. THOMAS**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

BE IT RESOLVED, that the terms and conditions of employment of Dawn C. Thomas, Deputy Town Attorney for the Town of Riverhead, hereinafter referred to as "Thomas", shall, effective September 01, 2016, be as follows:

ARTICLE I

DURATION

1. This Agreement shall be effective as of September 01, 2016 and shall continue in full force and effect until terminated by the Town or Thomas on an at-will basis.

ARTICLE II

RECOGNITION

1. Thomas affirms that he/she does not assert the right to strike against the Town, or to assist or participate in any such strike, picket, job action or any work slowdown.

2. The Town recognizes Thomas's right to bargain for the terms and conditions of his/her employment with the Town. Both parties acknowledge that this Resolution is personal to Thomas and shall not inure to his/her successor. Such recognition is for the period of this Resolution or extensions hereof.

3. The Town recognizes Thomas's right to designate a representative to appear on his/her behalf to discuss salaries, working conditions, grievances and disputes relative to the terms and conditions of this Resolution and to confer with the employee during working hours. The representative's activities shall not disrupt the orderly and smooth operation of Town government.

ARTICLE III

HOURS OF WORK

1. Thomas minimum basic work week shall be 35 hours per week. There shall be no maximum number of hours of work per week. Thomas shall not receive additional compensation for holiday pay. Thomas is not entitled to earn, accrue, or be paid for overtime or compensatory time.

2. Thomas shall be entitled to the same paid holidays as are set forth in the 2011-2014 CSEA collective bargaining agreement.

3. (a) Five (5) days personal leave will be granted. This shall be prorated in 2016 (Year of appointment) beginning the first full month of employment.

(b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.

(c) Personal leave must be approved by the Town Supervisor or Designee. Thomas must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which he/she had no prior knowledge, in which case Thomas must notify the Supervisor or designee of such absence. Failure to notify the Supervisor or designee of his/her absence will result in loss of pay for the day's absence.

4. Funeral Leave. Thomas shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at Thomas's option, for the death of Thomas spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. Thomas will be paid his/her regular salary while performing jury service upon documentary proof being filed with the Supervisor. Thomas shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Thomas.

6. Court Appearance. Thomas's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. Thomas shall not lose any salary there from.

7. Parentage Leave. Thomas, with one year's employment, may be granted a leave of absence without pay not to exceed 12 months, without extension, during a 21 month window, from nine months before the expected birth or adoption to twelve months after the birth or adoption. This leave shall apply equally to both mother and father of the child, but may not apply to a provisional employee (Civil Service Requirements). The employee shall be reinstated in the same or comparable position.

ARTICLE IV

VACATIONS

1. Thomas shall be entitled to 15 working days' vacation (January 1 to December 31). This shall be prorated in 2016 (Year of hire) beginning the first full month of employment.
2. Thomas, upon request, shall be paid his/her vacation pay prior to the vacation, providing he/she shall have given three (3) weeks' written notice to the Supervisor.
3. Upon retirement or termination of service, except for cause, Thomas shall be compensated, in cash, for any accumulated vacation not to exceed 60 days.
4. Thomas may carry over any unused vacation days from one (1) year into the following year, but in no event shall Thomas carry over more than sixty (60) vacation days from one year to the next.
5. Thomas, at his/her option, shall be entitled to make an election to work the current year's allotted vacation time. Thomas must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2012-2015 Superior Officers' Contract, Article IX, Section B, except that the buyback shall be in blocks of three days per month. "In addition Thomas must advise the Town in writing, by no later than September 1 prior to the year in which the election is being made, on a form to be prepared by the Town, of the total minimum and the maximum dollar amounts of eligible vacation time and/or sick leave, as appropriate, that the employee will buyout and for which he/she will be paid in the next fiscal year. If the employee does not comply with this requirement, then the employee will not be eligible for any accrued time buyout in the next fiscal year."
6. If the employee falls ill while on vacation, upon presentation of a medical certificate certifying that he/she was confined to bed for more than five (5) working days during his vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

ARTICLE V

SICK LEAVE

1. Sick leave is absence necessitated by Thomas's illness or other physical disability. Sick leave will be accumulated at the rate of one and one-quarter (1 1/4) days per month or (fifteen (15) days per year) beginning the first full month of employment. The maximum amount of sick time allowed to accrue are three hundred (300) days. After

three hundred (300) days, additional paid sick leave may be granted at the sole discretion of the Town Board. In order to receive sick leave, Thomas shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him/her, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, at its discretion, may request a physical examination of Thomas before his/her return to work.

2. Thomas, or his/her legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of his/her accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. The parties mutually agree that excessive absenteeism due to abuse of sick leave should be discouraged. Therefore, the Town may request a doctor's certificate from chronic abusers of sick leave (e.g., numerous illness absences even though the employee has accumulated sick leave), regardless of the length of the illness. An employee submitting a claim based on a false statement, or covering a period during which the employee was not actually disabled, will be considered as abusing the sick leave provision. Employees who abuse the sick leave provision shall be subject to disciplinary action.

4. Thomas may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of ten (10) sick days. No buy-out shall be permitted unless at the time of election Thomas has accumulated at least fifty (50) sick days. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If Thomas "buys-out" sick leave, he/she shall be permitted to re-accumulate sick days to a maximum of three hundred (300) days for use in the event of illness, but those days may not be re-accumulated for payment purposes. "In addition, Thomas must advise the Town in writing, by no later than September 1 prior to the year in which the election is being made, on a form to be prepared by the Town, of the total minimum and the maximum dollar amounts of eligible vacation time and/or sick leave, as appropriate, that the employee will buyout and for which he/she will be paid in the next fiscal year. If the employee does not comply with this requirement, then the employee will not be eligible for any accrued time buyout in the next fiscal year."

ARTICLE VI

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by Thomas shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request Thomas to submit any agreed statement of facts or his/her version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall

make a decision based on its findings and advise Thomas. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

Thomas shall have the right at all times to representation of his/her choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, Thomas shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances which are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

Thomas may withdraw a grievance at any point in the grievance procedure.

ARTICLE VII

PENSION

Thomas represents that he/she is a member of the New York State Employees Retirement System. As a Tier 4 employee, he/she is a participant in the Article 14 or Article 15 Coordinated Retirement Plan.

ARTICLE VIII

HEALTH INSURANCE

1. Commencing on the first full month of employment, the Town shall pay, on Thomas's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program. The Town shall pay for one hundred (100%) percent coverage for Thomas if he/she retires from the Town and the Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for his/her family.

If Thomas and his/her spouse, if employed through the Town, are currently receiving (or are eligible to receive) family health benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose

coverage changes from family to individual or no coverage will be entitled to the health insurance buy-out, provided that he/she: (1) has submitted to the Town documentation showing that he/she has health insurance coverage other than through the New York State Health Insurance Plan (NYSHIP); and (b) remains in changed status for a period of 12 consecutive months. The 12-month period will coincide with the annual option transfer period. Payment will be made annually during the June or December first following the end of the 12-month period, provided that Thomas or his/her spouse remains in the changed status. The employee may reinstate coverage within the 12-month period if he/she experiences a qualifying event and has submitted to the Town adequate documentation of that event, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

At retirement, the former employee (retiree) who is otherwise eligible for family retiree health insurance coverage through the Town but for the operation of the provision set forth above, the former employee shall continue to be ineligible for family retiree health insurance coverage through the Town. However, in the event the former employee experiences a qualifying event (i.e. death, divorce, spouse's loss of employment or being otherwise rendered ineligible for health insurance coverage) during retirement, the former employee may reinstate his/her own family health insurance coverage, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

In the event that Thomas's employment with the Town should terminate, he/she shall have the option, at his/her own expense, to participate in the Town Health Insurance Program, consistent with applicable laws, rules and regulations.

The service requirement for receipt of health insurance in retirement shall be five consecutive years of service with the Town. However, if Thomas leaves Town service he/she must continue with NYSHIP in vested status by paying the entire cost of coverage, or by being enrolled as an employee at a subsequent participating agency or by being enrolled as a dependent on a NYSHIP policy in order to retain eligibility for retiree health benefits through the Town. If Thomas leaves to work for another NYSHIP employer, he/she is not eligible for retiree health insurance if he/she vests with the second employer

2. Commencing on the first full month of employment, the Town shall pay, on Thomas's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan. If Thomas and his/her spouse, if employed through the Town, are currently receiving (or are eligible to receive) family dental insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the dental insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

3. Commencing on the first full month of employment, the Town shall pay, on Thomas's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan. If Thomas and his/her spouse, if employed through the Town, are currently receiving (or are eligible to receive)

family optical insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the optical insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

4. The Town will insure Thomas's life in accordance with the maximum death benefit provided by the Employees Retirement System for Tier 4 members.

5. Thomas, at his/her option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment in December of each year the election is made: \$1,650 if Thomas changes from family to no coverage; \$900 if Thomas changes from family to individual coverage; \$750 if Thomas changes from individual to no coverage. Also, at his/her option, Thomas may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment in December of each year the election is made: \$230 if Thomas changes from family to no coverage; \$150 if Thomas changes from family to individual coverage; \$80 if Thomas changes from individual to no coverage. Also, at his/her option, Thomas may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) in December of each year the election is made. Employees appointed during the year may receive a prorated payment during their first year of employment. Thomas must sign an application form each year and said application shall include an acknowledgment that he/she is covered under another plan.

ARTICLE IX

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend Thomas in any action arising out of an assault on Thomas on Town business, and the Town hereby agrees to defend, indemnify, and hold Thomas harmless for any and all acts performed for the Town, its agents and employees, including but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided Thomas was acting within the scope of his/her employment. In the event that Thomas is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then he shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided Thomas is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If Thomas is injured or assaulted in the course of employment, he/she shall receive 100% of his/her salary for the first six months during which he/she is absent from work, and 85% of his/her salary for any time beyond that period, until such time as his/her application for reinstatement to full duty status, or, in the event of permanent disability, his/her application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If Thomas is injured on the job and reports the same to the Supervisor, and has to be absent from

work, no days shall be deducted from his/her sick leave for such injury. If Thomas receives a compensation check for lost time due to a compensable injury, he/she shall endorse his/her check over to the Town. The above shall apply if Thomas was acting within the scope of his/her employment. Nothing contained herein shall in any way be deemed to restrict the Town's right to separate Thomas pursuant to the provisions of Civil Service Law Sections 71-73.

3. A leave of absence, without pay, may be granted to Thomas in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.

4. If Thomas is absent without leave or without due notification to the Supervisor, he/she shall suffer loss of pay for the days of such absence.

5. Thomas will be paid every two (2) weeks on the second Thursday following the end of the pay period.

6. Upon Thomas's request to examine his/her official employment personnel file, he/she may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by Thomas, but he/she shall have an opportunity to read said material and make a written reply, which shall be inserted in his/her personnel folder.

7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall permit Thomas to establish a deferred compensation plan for said employee.

8. The Town will provide a college and post-graduate incentive program for courses approved by the Town Board. The Town will reimburse Thomas the tuition cost on a grade related basis. A grade of "A" will receive seventy five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

9. The Town will pay the cost of the employee's mandatory continuing legal education as required by the Office of Court Administration.

ARTICLE X

WAGES

Thomas shall receive the following annual salary:

January 1, 2016 through December 31, 2016 \$100,000 (pro-rated in 2016).
Thomas's base salary for each remaining year of this Resolution shall not be less than that of the preceding year.

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 404

**APPOINTS A MAINTENANCE MECHANIC I TO THE BUILDINGS AND GROUNDS
DIVISION OF THE TOWN ENGINEER'S DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a vacancy for a Maintenance Mechanic I exists in the Buildings and Grounds division of the Town Engineer's department; and

WHEREAS, as per Article 12, Section 3 of the CSEA contract, this job was duly posted, Job Posting #10, duly advertised, interviews were conducted, and a recommendation of a suitable candidate has been received from the Personnel Committee.

RESOLVED, that pending the results of a successfully completed background investigation and effective June 13, 2016, this Town Board hereby appoints Stephen O'Kula to the position of Maintenance Mechanic I at a rate of pay as found on Group 4, Step P of the Operational and Technical Salary Schedule.

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 405

APPOINTS A SENIOR COOK

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, a vacancy for the position of Senior Cook exists at the Riverhead Town Senior Center; and

WHEREAS, as per the CSEA contract, this job was duly posted, Job Posting #14, duly advertised, interviews were conducted, and a recommendation of a suitable candidate has been received from the Personnel Committee.

RESOLVED, that pending the results of a successfully completed background investigation and effective June 13, 2016, this Town Board hereby appoints Charles Klein to the position of Senior Cook at a rate of pay as found on Group 4, Step P of the Clerical and Supervisory Salary Schedule.

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 Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 406

AMENDS RESOLUTION # 360

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Resolution #360 was adopted on May 18, 2016 appointing a Seasonal Beach Manager; and

WHEREAS, the appropriate civil service title for this position is Senior Park Attendant III.

RESOLVED, that this Town Board hereby amends Resolution #360 and appoints Bethany Peters to the position of Seasonal Park Attendant III with no other change to her terms and conditions of employment.

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 407

APPOINTS PART-TIME HOMEMAKERS TO THE SENIORS PROGRAM

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, vacancies exist for Part-time Homemakers in the EISEP Program (Expanded In-home Services for the Elderly Program) which is funded by the New York State Office for the Aging and operated locally by the Riverhead Town Seniors Programs; and

WHEREAS, pursuant to the CSEA contract, these jobs were duly posted, Job Postings #8 and #16, duly advertised, interviews were conducted; and

WHEREAS, pursuant to successfully completed background investigations, a recommendation of suitable candidates has been made by the Personnel Committee.

RESOLVED, that effective June 8, 2016, this Town Board hereby appoints Adrienne Dillingham and Gloria Ritter to the positions of Part-Time Homemaker at the hourly rate of \$14.83.

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 408

AUTHORIZES INCREASE TO SALARY OF WATER DISTRICT SUPERINTENDENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

RESOLVED, the salary of Water District Superintendent Mark Conklin is increased to \$129,000.00 per annum effective June 13, 2016, prorated for the remainder of 2016.

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 409

APPOINTS A PROVISIONAL COMMUNITY RELATIONS SPECIALIST

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a vacancy for the position of Community Relations Specialist exists in the Recreation Department; and

WHEREAS, in accordance with the CSEA contract, this position was duly posted (Job Posting #15), interviews were conducted, and as no current list of Certified Eligibles for the title of Community Relations Specialist exists, the Suffolk County Department of Civil Service has issued approval to fill the position on a provisional basis until such a time when a Certified List of Eligibles for the title of Community Relations Specialist is issued; and

WHEREAS, as a result of the aforementioned interviews, a recommendation of a suitable candidate has been made by the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that effective June 8, 2016 this Town Board hereby makes a provisional appointment of Elizabeth Flood to the title of Community Relations Specialist as found in Group 4, Step P of the Administrative Salary Schedule; 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 410

APPOINTS A PROVISIONAL ADMINISTRATIVE ASSISTANT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a vacancy for an Administrative Assistant exists in the Planning Department; and

WHEREAS, in accordance with Civil Service regulations regarding provisional appointments, canvass letters were sent to all Riverhead Town applicants who had recently taken the civil service exam for the title of Administrative Assistant, and the Suffolk County Department of Civil Service has issued approval to fill this position on a provisional basis until such a time when a Certified List of Eligibles for the title of Administrative Assistant is issued; and

WHEREAS, interviews were conducted from the pool of applicants who responded to the canvass letters, and a recommendation of a suitable candidate has been made by the Personnel Committee.

RESOLVED, effective June 27, 2016 and pending the results of a successfully completed background investigation, this Town Board hereby makes a provisional appointment of Emily Grodski to the title of Administrative Assistant as found in Group 2, Step P of the Administrative Salary Schedule; 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 411

ACCEPTS THE RESIGNATION OF A TEMPORARY FOOD SERVICE WORKER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town has received notification from Lori Siebert, a temporary Food Service Worker at the Riverhead Seniors Center, of her intent to resign effective May 21, 2016.

RESOLVED, that this Town Board hereby accepts the resignation of Lori Siebert.

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 412

APPOINTS A TEMPORARY SUBSTITUTE FOOD SERVICE WORKER TO THE SENIORS PROGRAMS

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a temporary Food Service Worker is needed at the Riverhead Town Senior Center to substitute for an existing staff member who is on a leave of absence.

RESOLVED, that pending the results of a successfully completed background investigation, this Town Board hereby appoints Joanna Sawaya to the position of temporary Food Service Worker effective June 13, 2016 at an hourly rate of \$15.00.

BE IT FURTHER RESOLVED, 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 Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 413

**AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AMENDMENT WITH THE
DEPUTY WATER DISTRICT SUPERINTENDENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute a Contract Amendment with the Deputy Water District Superintendent.

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 414

CHANGES THE STATUS OF PART-TIME POLICE OFFICERS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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:

John DeSuno and Maxwell Kutcher.

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 415

APPOINTS SEASONAL BEACH ATTENDANTS TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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 June 8, 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
06.07.2016 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Berry	Avery	Beach Attendant	I	06.08.2016	09.15.2016	\$10.00
Hernandez	Jazmin	Beach Attendant	I	06.08.2016	09.15.2016	\$10.00
Nicholson	Jessica	Beach Attendant	I	06.08.2016	09.15.2016	\$10.00
Patti	Christopher	Beach Attendant	I	06.08.2016	09.15.2016	\$10.00

TOWN OF RIVERHEAD

Resolution # 416

APPOINTS SEASONAL LIFEGUARDS TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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

NOW THEREFORE BE IT RESOLVED, that effective June 8, 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was
Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
06.07.2016 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Bilello	Rebecca	Lifeguard	I	06.08.2016	09.15.2016	\$12.25
Berry	Avery	Lifeguard	I	06.08.2016	09.15.2016	\$12.25
Carroll	Kyle	Lifeguard	I	06.08.2016	09.15.2016	\$12.25
Deegan	Kelly	Lifeguard	I	06.08.2016	09.15.2016	\$12.25
German	Katherine	Lifeguard	I	06.08.2016	09.15.2016	\$12.25
Jacobs	Mitchell	Lifeguard	I	06.08.2016	09.15.2016	\$12.25
Loscalzo	Anna Marie	Lifeguard	I	05.28.2016	09.15.2016	\$12.25

TOWN OF RIVERHEAD

Resolution # 417

APPOINTS SEASONAL SENIOR/HEAD LIFEGUARDS TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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

NOW THEREFORE BE IT RESOLVED, that effective June 8, 2016 through and including September 15, 2016, this Town Board hereby appoints the attached list of Senior/Head 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
06.07.2016 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	Paul	Senior/Head Lifeguard	III	06.08.2016	09.15.2016	\$15.60
Vail	John	Senior/Head Lifeguard	III	06.08.2016	09.15.2016	\$15.60

TOWN OF RIVERHEAD

Resolution # 418

APPOINTS SEASONAL RECREATION AIDES TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, seasonal Recreation Aides are needed by the Riverhead Town Recreation Department for Town Summer Recreation Programs

RESOLVED, that effective June 7, 2016 through and including August 26, 2016 this Town Board hereby appoints the attached list of Summer Recreation Aides to the Recreation Department

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
6/7/16 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Alvizures	Jose	Summer Rec. Aide	I	6/7/16	8/26/16	\$10.00
Andrunik	Olivia	Summer Rec. Aide	I	6/7/16	8/26/16	\$10.00
Bennett	Bailey	Rec. Program Aide	I	6/7/16	8/26/16	\$9.00
Blank	Rachel	Summer Rec. Aide*	III	6/7/16	8/26/16	\$10.85
Clark	Emalee	Summer Rec. Aide	IV	6/7/16	8/26/16	\$10.90
Davis	Meghan	Summer Rec. Aide	II	6/7/16	8/26/16	\$10.30
Estrema	Katherine	Summer Rec. Aide II	I	6/7/16	8/26/16	\$12.25
Froenhoefler	Danielle	Summer Rec. Aide*	I	6/7/16	8/26/16	\$10.25
Goldfarb	Max	Summer Rec. Aide*	IV	6/7/16	8/26/16	\$11.15
Hill	Kathryn	Summer Rec. Aide	VI	6/7/16	8/26/16	\$11.55
Hughes	Eric	Summer Rec. Aide	IV	6/7/16	8/26/16	\$10.90
Kelly	Colleen	Summer Rec. Aide	I	6/7/16	8/26/16	\$10.00
Kempermann	Amber	Summer Rec. Aide*	IV	6/7/16	8/26/16	\$11.15
Mastro Paolo	Lauren	Rec. Program Aide	II	6/7/16	8/26/16	\$9.30
Markert	Cassandra	Summer Rec. Aide*	II	6/7/16	8/26/16	\$10.55
Melfi	Lauren	Summer Rec. Aide*	II	6/7/16	8/26/16	\$10.55
Myers	Kayla	Summer Rec. Aide*	V	6/7/16	8/26/16	\$11.45
Nicholson	Amber	Summer Rec. Aide	II	6/7/16	8/26/16	\$10.30
Piro	Joseph	Summer Rec. Aide*	I	6/7/16	8/26/16	\$10.25
Piro	Michael	Summer Rec. Aide*	V	6/7/16	8/26/16	\$11.45
Sperling	Zachary	Summer Rec. Aide*	III	6/7/16	8/26/16	\$10.85
Spear	Emma	Summer Rec. Aide	I	6/7/16	8/26/16	\$10.00
Spruill	Darelle	Rec. Program Aide	I	6/7/16	8/26/16	\$9.00
Squires	Katherine	Summer Rec. Aide	I	6/7/16	8/26/16	\$10.00
Tuthill	Kelsey	Summer Rec. Aide	I	6/7/16	8/26/16	\$10.00
Waski	Alexandra	Rec. Program Aide	II	6/7/16	8/26/16	\$9.30
Young	Krystal	Summer Rec. Aide*	XI	6/7/16	8/26/16	\$13.70

*CPR certified

TOWN OF RIVERHEAD

Resolution # 419

RATIFIES THE APPOINTMENT OF SEASONAL RECREATION LEADERS TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, seasonal Recreation Leaders are needed by the Riverhead Town Recreation Department for Town Summer Recreation Programs

RESOLVED, that effective May 15, 2016 through and including August 26, 2016, this Town Board hereby appoints the attached list of Summer Recreation Leaders to the Recreation Department

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT RATIFIED APPOINTMENTS
6/7/16 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Chizever	Chelsea	Summer Rec Program Leader	II	5/15/16	8/26/16	\$14.95
Cook	Jennifer	Fill-in Summer Program Leader	III	5/15/16	8/26/16	\$15.40
Harden	Jordan	Summer Rec Program Leader	II	5/15/16	8/26/16	\$14.95
Horton	Rosaleigh	Summer Rec Program Leader	V	5/15/16	8/26/16	\$16.80
Hynds	Cynthia	Fill-in Summer Program Leader	XI	5/15/16	8/26/16	\$19.50
Stephenson	Kyle	Summer Rec Program Leader	VII	5/15/16	8/26/16	\$17.30

TOWN OF RIVERHEAD

Resolution # 420

**APPOINTS SEASONAL RECREATION STAFF TO THE
RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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

RESOLVED, that effective June 7, 2016 through and including August 26, 2016 this Town Board hereby appoints the attached list of Summer Recreation employees to the Recreation Department

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS
6/7/16 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start</u>	<u>End</u>	<u>Salary</u>
Amitrano	Frank	Summer Rec. Program Leader	IX	6/7/16	8/26/16	\$18.25
Finkenagel	Katie	Summer Rec. Aide	III	6/7/16	8/26/16	\$10.60
Graziano	Amanda	Summer Rec. Aide*	III	6/7/16	8/26/16	\$10.85
Schrage	Jennifer	Summer Rec. Aide	III	6/7/16	8/26/16	\$10.60
Tuthill	Matthew	Summer Rec. Aide	II	6/7/16	8/26/16	\$10.30

TOWN OF RIVERHEAD

Resolution # 421

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, a Recreation Aide is needed by the Town of Riverhead Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective June 8, 2016, this Town Board hereby appoints Aleki Lui to the position of Call-In Recreation Aide II, Level 3, to be paid the rate of \$10.40 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 422

APPOINTS CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, a Recreation aide is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective June 27th, this Town Board hereby appoints Rachael Doroski to the position of Call-In Recreation aide, Level I, to be paid the rate of \$9.00 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 423

APPOINTS CALL-IN ASSISTANT RECREATION LEADER TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, an Assistant Recreation Leader is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective June 8th, this Town Board hereby appoints Sarah Freeborn to the position of Call-In Assistant Recreation Leader, Level III, to be paid the rate of \$11.00 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 Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 424

APPOINTS A CALL-IN RECREATION AIDE TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, a Recreation Aide is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective June 27th, this Town Board hereby appoints Kaitlyn Keane to the position of Call-In Recreation Aide, Level I, to be paid the rate of \$9.00 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 425

APPOINTS CALL-IN PARK ATTENDANT II TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, a park attendant II is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective June 27th, this Town Board hereby appoints Christopher Patti to the position of Call-In Park attendant II, Level I, to be paid the rate of \$10.60 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 426

APPOINTS CALL-IN ASSISTANT RECREATION LEADER TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, an assistant recreation leader is needed by the Riverhead Town Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective June 27th, this Town Board hereby appoints Jaclyn Zilnicki to the position of Call-In Recreation aide, Level III, to be paid the rate of \$11.00 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 Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 427

APPOINTS CALL-IN RECREATION SPECIALIST TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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

NOW THEREFORE BE IT RESOLVED, that effective June 27th, this Town Board hereby appoints Kristen Andrejack 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 Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 428

**CLASSIFIES APPLICATION AS A TYPE I ACTION PURSUANT TO SEQRA
AND REQUESTS LEAD AGENCY STATUS SITE PLAN OF
PECONIC CARE AT EPCAL**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Board is in receipt of a site plan petition from Peconic Care c/o The Engel Burman Group for the construction of a health care facility in the form of a campus for research, 160 beds and inpatient rehabilitation; and

WHEREAS, the campus will be comprised of six (6) buildings with a combined (total) area of 133,917 SF located on approximately 40 acres of leased land within a portion of the Calverton Enterprise Park (EPCAL) known as Lot/Block 17 which is 95.6 acres on the approved EPCAL subdivision map located along the southwest side of Eastern Runway, (+/-) 3,300 feet southeast of Jan Way, EPCAL, Calverton, NY, described as Suffolk County Tax Map number 0600-135-1-7.56; and

WHEREAS, the subject parcel is zoned Planned Industrial Park (PIP); and

WHEREAS, the Zoning Board of Appeals issued an interpretation of Town Code Chapter 108-230 A (3), referenced as Appeal 13-40; and

WHEREAS, the Zoning Board of Appeals interpretation determined the proposed action is a permitted use within the PIP Zoning Use District; and

WHEREAS, the project includes a research and rehabilitation facilities campus with associated site improvements for Peconic Care; 77,798 sf Main building, 17,188 sf Extended Care building, 10,156 sf Fitness Center, 2,172 sf Arts & Crafts Barn, 1,440 sf Maintenance, and Gate House; and

WHEREAS, the Riverhead Planning Department identified the petition for Site Plan approval as a Type I action pursuant to 6NYCRR Part 617.4(b)(6)(i) mandating coordinated SEQRA review with involved agencies; and

WHEREAS, the Planning Department has received and analyzed the full EAF and other project documentation provided by the applicant and has prepared a SEQRA report outlining the action's potential for environmental impact; and

WHEREAS, the Town Board is requesting Lead Agency status for the purpose of SEQRA coordinated review with involved agencies; now

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board declares the site plan petition of Peconic Care to be a Type I action pursuant to 6NYCRR Part

617.4(b)(6)(i) and further directs the Planning Department to circulate a request for the Town Board to be the Lead Agency in the project's SEQR review; and

BE IT FURTHER RESOLVED, that the Planning Department be directed to file the requisite notice requesting Lead Agency status and all relevant information with the Town Clerk; and

BE IT FURTHER RESOLVED, that the Town Board directs the Town Clerk to coordinate the Lead Agency request inclusive of relevant information to all involved agencies with a request for comments; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant, EDK at Calverton, LLC, 67 Clinton Road, Garden City, NY, Vincent J. Messina, Esq. 267 Carlton Avenue, Suite 301, Central Islip, NY 11722 and John Gursky, PE, Cameron Engineering & Associates, 100 Sunnyside Boulevard, Suite 100, Woodbury, NY 11797 ; 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 Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 429

AWARDS BID FOR JANITORIAL SUPPLIES

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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

WHEREAS, 8 bids were received and opened at 2:00 pm on April 15, 2016 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for **JANITORIAL SUPPLIES** for the Town of Riverhead be and hereby is, awarded to **IMPERIAL BAG & PAPER; W.B. MASON; BAR BOY PRODUCTS; APPCO PAPER & PLASTICS CORP.** for prices on the attached pages.

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

			BARBOY	APPCO	IMPERIAL	MASON
	DESCRIPTION	PACKAGE				
1	ALUMINUM FOIL ROLL 18" X 500' .001	ROLL	23.50	19.63	27.60	40.49
2	3 COMPT ALUMINUM PANS W/ LIDS -250/CASE	CASE	72.50	44.63 12.99	58.60	41.00
3	AMMONIA, QTS - 12/CASE	CASE	10.50	9.19	9.87	11.46
4	2PE3V HVY WHITE POLY APRON 24" X 46" -500/CASE	CASE	59.00	N/B	99.88	N/B
5	BAG TIES, 4" GREEN/TWISTY/2000 CS.	CASE	2.95	2.93	4.89	N/B
6	BAGS, GARBAGE, 33" X 39" 16 micron Hi-Density - 250/CASE (no Nominal Weight)	CASE	20.50	N/B	14.52	17.98
7	BAGS, KRAFT GROCERY #6 - 2000 / BUNDLE	BDL.	10.50	9.87	9.32	8.17
8	BAGS, PLASTIC , FOOD GRADE, 1.4MIL - 500/CASE	CASE	N/B	N/B	30.47	12.46
9	BAGS, WAXED SANDWICH - 6000/CASE	CASE	79.90	12.93	68.60	N/B
10	BLEACH, 5.25%, GALLONS - 6/CASE	CASE	10.90	10.93	N/B	11.01
11	32OZ SPRAY BOTTLES W/ HI VOLUME SPRAYER	EACH	1.25	2.79	.68 1.22	N/B
12	BOWL, 12OZ CHINET, HD PLASTIC - 1000/CASE	CASE	31.20	21.87	30.72	N/B
13	BOWL, 5OZ CHINET, HD PLASTIC - 1000/CASE	CASE	26.25	21.79	29.98	N/B
14	BROOM, CORN, HD JANITOR	EACH	4.99	6.27	5.18	6.22
15	BROOM, 18" PUSH,MED BRISTLE,NO HANDLE	EACH	12.50	17.87	8.73	9.79
16	BRUSH, TOILET BOWL	EACH	2.50		1.47	2.39
17	BRUSH,HD FLOOR,PLASTIC BODY W/HANDLE	EACH			5.87	N/B
18	CARDBOARD LUNCH BOX 9"X 5"X 4" - 250/BUNDLE	BUNDLE	N/B	44.69	39.88	N/B

			BARBOY	APPCO	IMPERIAL	MASON
	DESCRIPTION	PACKAGE				
19	HAND SANITIZER	EACH	38.00		54.80	N/B
20	DISPENSERS FOR HAND SANITIZER	EACH			N/CHG.	N/B
21	HAND SOAP	CASE	109.00	17.87	22.50	N/B
22	CLEANSER, POWDER	CASE	12.50	15.63	26.50	35.90
23	CUPS, COLD 3OZ PAPER - 2500/CASE	CASE	N/B	48.93	48.42	46.16
24	CUPS, DART 6OZ FOAM	CASE	16.50	15.67	18.87	16.29
25	CUPS, 8OZ FOAM	CASE	19.70	16.99	20.40	21.73
26	CUPS, 10 OZ.FOAM	CASE	65.00	21.63	27.04	25.40
27	CUPS, DART 5OZ SOFT PLASTIC	CASE	33.80	28.67	38.11	32.73
28	CUTLERY KITS, IND. WRAPPED	CASE	16.50	N/B	10.98	9.75
29	DEODORANT, BOWL BLOCK W/ WIRE 3.5OZ	DOZEN	14.95	N/B	12.48	N/B
30	DISINFECTANT, EPIC GUARDALL PINE - 4 GAL / CASE	CASE	45.00	N/B	47.48	N/B
31	CARPET SPOTTER, PEROXIDE BASE	CASE		N/B	EXCEPTION	28.00
32	DUST MOP REFILL, 36" X 5" - 12/CASE	CASE	12.95	N/B	4.12	28.66
33	FANTASTIK SPRAY CLEANER, QTS - 12/CASE	CASE	33.25	N/B	27.80	14.82
34	FORKS, HD PLASTIC - 1000/CASE	CASE	21.80	N/B	16.00	41.78
35	GLOVES. 8OZ BROWN JERSEY - 12 PAIR	CASE	N/B	N/B	6.20	18.97
36	GLOVES, LEATHER PALM W/ GAUNTLET - 12 PAIR	DOZEN	N/B	N/B	25.58	N/B

			BARBOY	APPCO	IMPERIAL	MASON
	DESCRIPTION	PACKAGE				
37	GLOVES, RED LINED JERSEY - 12 PAIR	DOZEN	N/B	N/B	N/B	N/B
38	GLOVES, NITRILE,5 1/2 ML THICK (MUST BE THIS MIL)		N/B	N/B	59.80	N/B
39	GLOVES, LATEX, YELLOW ASST. SIZES	DOZEN	N/B	N/B	5.96	N/B
40	GLOVES, POLY, FOOD GRADE DISPOSABLE	DOZEN	5.00	N/B	6.40	2.81
41	HANDIWIPES, CLOTHS	CASE	23.20	N/B	18.70	N/B
42	HAND CLEANER,HEAVY DUTY, STOKO	CASE	N/B	N/B	GOJO MAX 7272-04	N/B
43	STOKO HAND CLEANER DISPENSER	CASE	N/B	N/B	NO CHARGE	N/B
44	KNIVES, HD PLASTIC		21.80	N/B	16.00	17.26
45	LIDS, BOARD/CASE FOR 3 COMPT ALUM PANS - 500/CASE	CASE	N/B	N/B	41.88	11.27
46	LIDS,FOR 6 OZ. CUPS	CASE	11.95	N/B	12.36	12.64
47	LIDS, PLASTIC, VENTED (TOFIT 8 OZ. CUPS)	CASE	11.95	N/B	12.36	12.64
48	LIDS, PLASTIC, VENTED TO FIT 8 OZ. CUPS	CASE	13.99	N/B	13.10	12.28
49	LINERS, 30"X 36", 16 MICRON, HI DENSITY, NATURAL - 500/CASE -NO NOMINAL WGHT.	CASE	35.00	N/B	24.69	30.21
50	LINERS, 38"X60" 22 MICRON, HI DENSITY, BLACK (NO NOMINAL WEIGHT)	CASE		N/B	21.34	25.62
51	LINERS, 40"X 48" 16 Micron Hi density Liners 250/CASE (N o Nominal WEIGHT)		28.00	N/B	22.79	26.10
52	LINERS, 24"X 23" 6 MICRON, HI DENSITY, NATURAL-10	CASE	28.60	N/B	11.16	18.51
53	LINERS, 24"X 33" 8 MICRON, HI DENSITY, NATURAL- 1000-CASE-NO NOMINAL WEIGHT	CASE	24.00	N/B	14.37	24.04
54	LINERS,GARBAGE,42" X 57" 2 MIL,IND.FOLDER,FLAT BOTTOM	CASE		N/B	46.82	24.56

			BARBOY	APPCO	IMPERIAL	MASON
	DESCRIPTION	PACKAGE				
55	LIQUID, POT & PAN DETERGENT		14.40	N/B	48.95	31.23
56	MURIATIC ACID, HD	GALLON		N/B	N/B	N/B
57	MOP BUCKET W/ WHEELS,	CASE	N/B	N/B	45.30	N/B
58	MOP HANDLE, SCREW TYPE	EACH	7.20	N/B	11.79	4.39
59	MOP HEAD, 24 OZ, 8PLY - WIDE BAND	EACH	28.00	N/B	1.96	85.23
60	MOP HEAD, MED BLEND, LOOPED, WIDE BAND	EACH	77.00	N/B	3.08	N/B
61	MOP HEAD, 32OZ, 8PLY - WIDE BAND	EACH	34.00	N/B	2.60	75.75
62	MOPS, YACHT, 12OZ	EACH	4.40	N/B	N/B	N/B
63	NAPKINS, LUNCH	EACH	27.20	N/B	24.97	25.36
64	FLOOR FINISH RESTORER - 5 GAL/PAIL	EACH	N/B	N/B	59.30	N/B
65	PADS, BRILLO (OR EQUAL)	CASE	31.00	N/B	29.88	29.98
66	PADS, STEEL WOOL		N/B	N/B	4.70	29.98
67	PADS, 3M FLOOR, 20" BLACK STRIPPING - 5/CASE	DOZEN	N/B	N/B	12.10	67.27
68	PADS, 3M FLOOR, 20" RED BUFFING - 5/CASE		N/B	N/B	12.10	27.13
69	PADS, 3M FLOOR, 17" RED BUFFING - 5/CASE	CASE	N/B	N/B	10.60	21.91
70	PADS, 3M FLOOR, 17" BLACK STRIPPING - 5/CASE	CASE	N/B	N/B	10.60	45.14
71	PLACEMATS, EMBOSSED, WHITE	CASE	21.95	N/B	15.34	35.58
72	PLATES, WHITE CLAY COATED SPIRAL		N/B	N/B	21.65	32.01

			BARBOY	APPCO	IMPERIAL	MASON
	DESCRIPTION	PACKAGE				
73	PLATES, 10.25" CHINET COMPARTMENT HD PLASTIC	CASE	42.00	N/B	48.23	22.61
74	PLATES, 9" CHINET HD PLASTIC		29.90	N/B	31.88	35.24
75	PLATES, 6" CHINET HD PLASTIC	CASE	26.60	N/B	29.40	38.40
76	POLISH, STAINLESS STEEL, AEROSOL	CASE	52.50	N/B	28.15	30.66
77	SALAD HINGED CONTAINERS, 12 OZ.	CASE	N/B	N/B	26.25	N/B
78	SALAD,HINGED CONT. 24 OZ. DOMED LIDS	CASE	N/B	N/B	38.75	44.79
79	SANITARY NAPKINS, MAXITHINS - 250/CASE	CASE	N/B	N/B	27.20	34.51
80	DELIMER, GALLONS	CASE	48.00	N/B	48.32	N/B
81	SOAP, DISH DETERGENT	CASE	38.25	N/B	39.90	34.82
82	SOAP, LURON HAND & BODY	CASE	N/B	N/B	DIAL BODY 38.29	N/B
83	INDUSTRIAL STRENGTH AEROSOL BASEBOARD STRIPPER	CASE	N/B	N/B	39.65	206.27
84	INDUS STRENGTH AEROSOL DUSTMOP/CLOTH TREATMENT - 12/CASE	CASE	N/B	N/B	47.80	N/B
85	INDUS STRENGTH AEROSOL TNT TUB & TILE CLEANER 12/CS	CASE	37.50	N/B	33.55	N/B
86	INDUS STRENGTH LIQ. AIRLIFT AIR FRESHENER		N/B	N/B	69.88	N/B
87	INDUS STRENGTH WASHER CLEANER		N/B	N/B	36.10	N/B
88	INDUS STRENGTH CLEANING DISINFECTANT		26.80	N/B	42.70	N/B
89	INDUSTRIAL STRENGTH DAMPMOP NEUTRAL DISINFECTANT CLEANER			N/B	32.95	N/B
90	INDUS STRENGTH HARD SURFACE & GLASS, QTS. 12/CS		N/B	N/B	37.70	N/B

			BARBOY	APPCO	IMPERIAL	MASON
	DESCRIPTION	PACKAGE				
91	INDUS STRENGTH POLYMER FLOOR FINISH	5 GAL	N/B	N/B	69.90	N/B
92	INDUS STRENGTH ONBASE WATER-EMULSION FLOOR SEALER - 5 GAL/PAIL	PAIL	N/B	N/B	58.20	N/B
93	INDUS STRENGTH RINSE-FREE FLOORSTRIPPER	PAIL	N/B	N/B	49.90	N/B
94	INDUS STRENGTH CITROSHIELD FURNITURE POLISH	CASE	N/B	N/B	BLEMFUR \$28.25	N/B
95	INDUSTRIAL STRENGTH DISINFECTANT,PINE	CASE	45.00	N/B	33.54	N/B
96	INDUS STRENGTH GERMICIDAL BOWL CLEANER	CASE	39.90	12.29	19.80	N/B
97	INDUS STRENGTH GLASS CLEANER, GALLONS - 4/CASE	CASE	16.50	N/B	15.40	21.65
98	INDUS STRENGTH LIQUID HAND CLEANER	CASE	N/B	N/B	19.40	N/B
99	INDUS STRENGTH PATHMAKER, LO-SUDS,FLOOR CLEANER	CASE	N/B	N/B	28.90	N/B
100	INDUS STRENGTH MILD ACID BOWLCLEANER	CASE	N/B	N/B	16.40	N/B
101	INDUS STRENGTH NON-ACID DISINFECTANT BATHROOM CLEANER	CASE	N/B	N/B	25.30	N/B
102	INDUS STRENGTH CARPET PRE SPRAY SPOTTER	CASE	N/B	N/B	25.70	N/B
103	INDUS STRENGTH DISINFECTANT SPRAY	CASE	N/B	N/B	33.20	N/B
104	INDUS STRENGTH SUPER SPRAY BUFF	CASE	N/B	N/B	17.80	N/B
105	TEASPOONS, HD PLASTIC - 1000/CASE	CASE	21.80	13.79	16.00	17.26
106	TABLECLOTHS, PLASTIC, RED, 40" X 100' /ROLL	ROLL	10.50	12.91	7.85	N/B
107	TABLECLOTHS, PLASTIC, WHITE, 40"X300' / ROLL	ROLL	10.50	10.99	12.05	39.29
108	TISSUE, BATHROOM, TORK ADVANCED, 2PLY, 500/ROLL - 96/CASE 4.5" x 3.75"	CASE	33.80	N/B	46.38	34.83

			BARBOY	APPCO	IMPERIAL	MASON
	DESCRIPTION	PACKAGE				
109	TOWELS, PAPER, INDUS ROLL, WHITE (FITS GPC-P8VUALL DISPENSER) - 12/CASE	CASE	20.50	17.19	24.98	24.21
110	TOWELS, PAPER, HOUSEHOLD, WHITE	CASE	18.95	15.99	19.99	19.88
111	TOWELS, PAPER, MULTIFOLD, WHITE 9X9	CASE	19.80	16.49	16.49	19.62
112	TOWELS, PAPER, HOUSEHOLD PREMIUM, K-CLARK OR EQUAL	CASE	19.80	N/B	79.75	12.96
113	TOWELS, PAPER WIPERS, K-CLARK WIPERS, K-CLARK OR EQUAL 12X15 WHITE	CASE	N/B	N/B	87.60	N/B
114	TOWELS, TORK, ADVANCED	CASE	N/B	N/B	42.88	not equal 24.58
115	TOWELS, PAPER WIPERS, SCOTTCLOTH, 12X16	CASE	N/B	N/B	N/B	26.44
116	TOWELS, PAPER, C-PULL, K-CLARK WHITE-OR EQUAL	CASE	16.20	13.29	26.22	19.82
117	TOWELS, 600' ROLL	CASE	N/B	21.59	EXCEPTION	47.54
118	TOWELS, FITS GP 54050 CENTERPULL SYSTEM, CAREFREE CHOICE SERIES, 2 PLY CENTERFOLD TOWEL, 600 F'. 6 ROLLS	CASE	18.20	N/B	26.22	30.80
119	TRASH CAN DOLLY, CONTINENTAL MFG, BLACK	CASE	25.00	15.69	20.48	19.90
120	TRASH CAN 55 GALLON, HUSKEE / BRUTE, CONTINENTAL MFG, GRAY	EACH	72.50	N/B	50.95	79.28
121	URINAL SCREEN W/ BLOCK, PLASTIC - 12/CASE	EACH	16.40	N/B	9.20	15.11
122	UTENSIL COMBO KIT, PLASTIC, WRAPPED	DOZEN	15.95	13.79	10.98	9.75
123	WINDEX, AEROSOL, 200Z	CASE	47.80	N/B	46.40	42.14
124	WINDEX, GALLONS	CASE	33.00	N/B	29.50	N/B
125	WRAP, FOOD GRADE FILM, 35 GAUGE18"X2000'	CASE	12.95	12.29	14.63	14.22
126	WRINGER, CONTINENTAL (FITS CNT-404-3 MOP BUCKET)	EACH	79.90	28.93	70.65	N/B

TOWN OF RIVERHEAD

Resolution # 430

AWARDS BID FOR POLICE UNIFORMS FOR THE TOWN OF RIVERHEAD

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, 2 bids were received and opened at 2:00 pm on April 13, 2016 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for **POLICE UNIFORMS** for the Town of Riverhead be and hereby is, awarded to **ROSEN'S UNIFORMS** for prices on the attached pages.

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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



Price List

1. Patrol Pants
 E224RN \$ 63.25
 E9224LC \$ 63.25

2. Patrol Shirts
 584 / 9484LC \$ 47.25
 5584 / 8784LC \$ 44.25
 580 / 9580LC \$ 58.25
 5580 / 9780LC \$ 54.25
 583 / 9583LC \$ 47.25
 5583 / 8783LC \$ 43.25

3. Nameplates
 C558A \$ 18.50
 C512 \$ 24.00

4. Dispatch / Crossing Guard Pants
 E5704R / E5714LC \$ 41.25
 E5702R / E5712LC \$ 41.25

5. Polo Shirt
 K5144 / K5184LC \$ 34.25
 K5134 / K5174LC \$ 31.25
 K5140 / K5180LC \$ 45.25
 K5130 / K5170LC \$ 42.25

6. Bike Patrol shirts
 K5224 \$ 64.25
 K5214 \$ 51.25

7. Bike Patrol Shorts
 E2824 / E2834LC \$ 64.25

8. Road Patrol Pants
 74412 \$ 110.25

9. K9 Pants
 74003 \$ 39.25
 (Cont'd) \$ 39.25

10. K9 Shirt
 72002 \$ 64.25
 71339 \$ 64.25

11. Traffic Control Shirt
12. K5140 / K5180LC \$ 37.25
13. K5130 / K5170LC \$ 33.25



SEAN M. WALTER, SUPERVISOR
200 HOWELL AVENUE RIVERHEAD, NY 11901
PHONE: 631-727-3200

BID NAME: Police Department Uniform Bid

BID NO. 16-0005-PU

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- | | |
|--|------------------------------------|
| 14. <u>Crossing Guard Coat</u>
316 | \$ <u>70.25</u> |
| 15. <u>Crossing Guard Jacket</u>
6113 | \$ <u>90.25</u>
\$ <u>90.25</u> |
| 16. <u>Crossing Guard Gloves</u>
GFP-Lined Knit Traffic 376 | \$ <u>14.25</u> |
| 17. <u>Winter Patrol Jacket</u>
9820-70 | \$ <u>293.25</u> |
| 18. <u>Raincoat</u>
733 | \$ <u>123.25</u> |
| 19. <u>Sweater</u>
00700 | \$ <u>87.25</u> |
| 20. <u>Job Shirt</u>
3732 | \$ <u>60.25</u> |
| 21. <u>Breakaway Vest</u>
339P | \$ <u>35.25</u> |
| 22. <u>CERT Shirt</u>
VTX4000P | \$ <u>68.25</u> |
| VTX4020 | \$ <u>72.25</u> |
| 23. <u>CERT Pants</u>
VTX8000 | \$ <u>51.25</u> |
| 24. <u>Mock Turtleneck</u>
8110 | \$ <u>32.25</u> |
| 25. <u>Boots</u>
2264 | \$ <u>71.25</u> |
| 2762 | \$ <u>66.25</u> |
| 26. <u>Dress Shoe</u>
56 | \$ <u>107.25</u> |
| 752 | \$ <u>107.25</u> |

TOWN OF RIVERHEAD

Resolution # 431

REJECTS BID FOR TOWNWIDE PRINTING 2016

Councilman Wooten 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 TOWNWIDE PRINTING 2016; and

WHEREAS, 2 bids were received, opened and read aloud on the 9th day of May, 2016 at 2:10 PM in the Office of the Town Clerk; and

WHEREAS, the Town Board of the Town of Riverhead be and does hereby reject any and all bids received for the TOWNWIDE PRINTING 2016; and

WHEREAS, the Purchasing Department, after careful consideration and evaluation of past years response to this bid, recommends that the Town Board exercise its right to reject the two bids in order to provide the prices necessary to serve the best interests of the public.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 432

REJECTS BID FOR FOOD & MEAT PRODUCTS 2016

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town Board did authorize the Town Clerk to post and publish a Notice to Bidders for the FOOD & MEAT PRODUCTS 2016; and

WHEREAS, 4 bids were received, opened and read aloud on the 9th day of May, 2016 at 2:00 PM in the Office of the Town Clerk; and

WHEREAS, the Town Board of the Town of Riverhead be and does hereby reject any and all bids received for the FOOD & MEAT PRODUCTS; and

WHEREAS, the Purchasing Department, after careful consideration and review of the items listed, it was discovered that several key items were inadvertently left off the list of items bid.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board be and does hereby reject the bids received and be and does hereby authorize the Town Clerk to repost and publish the attached Notice to Bidders.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **FOOD & MEAT PRODUCTS 2016** for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **2:00 PM on JULY 11TH, 2016** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **JUNE 16TH, 2016** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked **FOOD & MEAT PRODUCTS 2016**. 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

06.07.2016
160433

ADOPTED

TOWN OF RIVERHEAD

Resolution # 433

**PUBLIC INTEREST ORDER IN THE MATTER OF THE INCREASE AND
IMPROVEMENT OF FACILITIES OF CALVERTON SEWER DISTRICT IN THE TOWN
OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

765106044.01

43219-2-60

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York in said Town, on June 7, 2016, at 2:00 o'clock P.M., Prevailing Time.

PRESENT:

Supervisor Sean Walter
Supervisor

Councilman James Wooten
Councilperson

Councilwoman Jodi Giglio
Councilperson

Councilman Timothy Hubbard
Councilperson

ABSENT:

Councilman John Dunleavy
Councilperson

<p style="text-align: center;">In the Matter of The Increase and Improvement of Facilities of Calverton Sewer District in the Town of Riverhead, Suffolk County, New York</p>	<p style="text-align: center;">PUBLIC INTEREST ORDER</p>
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WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has duly caused to be prepared a map, plan and report including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the proposed increase and improvement of the facilities of Calverton Sewer District, in the Town of Riverhead, Suffolk County, New York, (the “Sewer District”) consisting of the improvement, upgrade and expansion of the sewage treatment plant, including new effluent groundwater recharge beds and related facilities, the collection and conveyance system thereat, and other buildings and facilities, and including original furnishings, equipment, machinery, apparatus, appurtenances, site improvements and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$7,560,000 and

WHEREAS, at a meeting of said Town Board duly called and held on March 15, 2016, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of facilities of Calverton Sewer District in said Town at a maximum estimated cost of \$7,560,000, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Riverhead, New York, in said Town, on April 19, 2016, at 7:05 o’clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the increase and improvement of the facilities of Calverton Sewer District, in the Town of Riverhead, Suffolk County, New York, consisting of the improvement, upgrade and expansion of the sewage treatment plant, including new effluent groundwater recharge beds and related facilities, the collection and conveyance system thereat, and other buildings and facilities, and including original furnishings, equipment, machinery, apparatus, appurtenances, site improvements and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$7,560,000.

Section 2. This Order shall take effect immediately.

The question of the adoption of the foregoing Order was duly put to a vote on roll, which resulted as follows:

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

The Order was thereupon declared duly adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer
this _____ day of June, 2016.

Town Clerk

(CORPORATE
SEAL) 765106044.01
43219-2-60

BOND RESOLUTION

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, in said Town, on the 7th day of June, 2016, at _____ o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilperson _____ who moved its adoption, seconded by Councilperson _____ to-wit:

BOND RESOLUTION DATED JUNE 7, 2016.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$7,560,000 BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CALVERTON SEWER DISTRICT, IN THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to improve the facilities of Calverton Sewer District, in the Town of Riverhead, Suffolk County, New York, at a maximum estimated cost of \$7,560,000; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have any significant adverse impact on the environment; and

WHEREAS, it is now desired to authorize the financing of such capital project, NOW, THEREFORE,

BE IT RESOLVED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the increase and improvement of Calverton Sewer District, in the Town of Riverhead, Suffolk County, New York, consisting of the improvement, upgrade and expansion of the sewage treatment plant, including new effluent groundwater recharge beds and related facilities, the collection and conveyance system thereat, and other buildings and facilities, and including original furnishings,

equipment, machinery, apparatus, appurtenances, site improvements and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$7,560,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$7,560,000, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is by the issuance of the \$7,560,000 bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Sewer District in the manner provided by law, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in

such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Supervisor shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at his sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities

Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York (the “Issuer”), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 7th day of June, 2016.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the “Open Meetings Law”.
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of June, 2016.

Town Clerk

(CORPORATE
SEAL) LEGAL
NOTICE OF
ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on June 7, 2016, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Riverhead, Suffolk County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Riverhead, New York, June
_____, 2016.

Town Clerk

BOND RESOLUTION DATED JUNE 7, 2016.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$7,560,000 BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CALVERTON SEWER DISTRICT, IN THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK.

Class of objects or purposes:	Increase/improvement of Calverton Sewer District (improvement/upgrade/expansion of sewage treatment plant; collection/conveyance system; buildings and facilities)
Period of probable usefulness:	Forty years
Maximum estimated cost:	\$7,560,000
Amount of obligations to be issued:	\$7,560,000 bonds

tel 212-506-5000 fax 212-506-5151

ORRICK, HERRINGTON & SUTCLIFFE LLP
51 WEST 52ND STREET
NEW YORK, NY 10019-6142



O R R I C K

WWW.ORRICK.COM

VIA
E-

Douglas E. Goodfriend
(212) 506-5211(Direct Dial)
dgoodfriend@orrick.com

May 2, 2016

MAIL (rothaar@townofriverheadny.gov)

Mr. William Rothaar
Financial Administrator
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

Re: Town of Riverhead, Suffolk County, New York
Calverton Sewer District
Increase and Improvement of Facilities - \$7,560,000 Bonds

Orrick File: 43219-2-60 Dear Bill:

Enclosed herewith please find the following for use after the public hearing process is completed.

1. Form of Order determining the project to be in the public interest; within ten days of adoption (by a simple majority vote). A certified copy should be recorded with the County Clerk.
2. Form of bond resolution for adoption by the affirmative vote of at least four of the five members of the Town Board.
3. Form for the publication of the Legal Notice of estoppel.

When available please return the following:

- a) Certified copy of the Public Interest Order;
- b) Proof of recording of the Public Interest Order in the County Clerk's office;
- c) Certified copy of the Bond Resolution;
- d) Original printer's affidavit of publication of the Legal Notice of estoppel;

Mr. William Rothaar May
2, 2016
Page 2

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Douglas

Douglas E. Goodfriend

DEG/zmt Enclosures
765106044.01

TOWN OF RIVERHEAD

Resolution # 434

EXTENDS BID AWARD FOR RIVERHEAD SEWER DISTRICT REMOVAL AND DISPOSAL OF LIQUID SLUDGE

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Board as governing body of the Riverhead Sewer District by resolution number 488 adopted June 17, 2014, awarded the contract bid for removal and disposal of liquid sludge to United Cesspool Services, Inc., and

WHEREAS, such contract provides for an optional one-year renewal upon the same terms and conditions, and

WHEREAS, by letter dated May 11, 2016, attached hereto, United Cesspool Services, Inc. acknowledged such one-year renewal upon the same terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby renews and extends the current contract for removal and disposal of liquid sludge by the Riverhead Sewer District upon the same terms and conditions for one year, and

BE IT FURTHER RESOLVED, that the Town Clerk shall send a certified copy of this resolution to United Cesspool Services, Inc., 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

United Cesspool Service, Inc.

May 11, 2016

Re: Agreement to extend Award Resolution # 448 –
Hauling & Disposal of Liquid Sludge / Sewer District.

Dear Mr. Reichel,

Please accept this correspondence as our intent to accept a one year extension of the above referenced contract. Furthermore it is understood that all provisions of the contract will remain in full force and effect, throughout the extension period.

Sincerely,



Robert T. McNerney
Principal
United Cesspool Service Inc.

TOWN OF RIVERHEAD

Resolution # 448

**AWARDS BID – REMOVAL AND DISPOSAL OF LIQUID SLUDGE –
RIVERHEAD SEWER DISTRICT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, this Town Board did authorize the advertisement for bids for removal and disposal of liquid sludge for the Riverhead Sewer District, and

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

NOW THEREFORE, BE IT RESOLVED, that the bid for removal and disposal of liquid sludge for the Riverhead Sewer District, be and is hereby awarded to the following lowest bidder as provided in bid report of the Town Clerk of the Town of Riverhead dated May 30, 2014:

United Cesspool Service Inc.
PO Box 416
Oakdale, NY 11769
\$0.073/per gallon

and be it further

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

RESOLVED, that the Town Supervisor be and is hereby authorized to execute a contract with United Cesspool Service Inc. for this bid award, and be it further

RESOLVED, that upon completion of fully executed contracts and the filing of said contract with the Town Clerk, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 435

AUTHORIZES THE ACCEPTANCE OF DONATIONS FOR SCOREBOARD AT “BOB BURNS FIELD” (FIELD #4) AT STOTZKY PARK

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, Ms. Jerry Burns, wife of the late Bob Burns, has expressed a desire to donate to the Town of Riverhead \$2,000.00 for the purchase of a scoreboard for “Bob Burns Field” (Field #4) at Stotzky Park named after her husband; and

WHEREAS, the Riverhead Lions Club wishes to donate the balance of the cost for the scoreboard estimated not to exceed a match of the funds offered for donation above and subject to verification by the Recreation Department through securing two quotes; and

WHEREAS, Ms. Burns and the Riverhead Lions Club have requested that the scoreboard display “In Memory of Bob Burns” and “Riverhead Lions Club”; and

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

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

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

WHEREAS, the cost of the proposed scoreboard is anticipated to be below the threshold that would require this project to be competitively bid pursuant to General Municipal Law §103.

NOW, THEREFORE, BE IT RESOLVED, the Town of Riverhead accepts the donations from Jerry Burns and Riverhead Lions Club under the following terms and conditions: subject to verification by the Recreation Department through securing two quotes as to cost; confirmation that the cost of the proposed scoreboard is below the threshold that would require this project to be competitively bid pursuant to General Municipal Law §103; receipt of all donated monies prior to purchase of the scoreboard; and finally, the scoreboard display shall include “In Memory of Bob Burns” and “Riverhead Lions Club”; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 436

ADOPTS A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS, ORDINANCES AND CERTAIN RESOLUTIONS OF THE TOWN OF RIVERHEAD INTO A MUNICIPAL CODE TO BE DESIGNATED THE "CODE OF THE TOWN OF RIVERHEAD"

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider adopting "A Local Law To Provide For The Codification Of The Local Laws, Ordinances And Certain Resolutions Of The Town Of Riverhead Into A Municipal Code To Be Designated The "Code Of The Town Of Riverhead"; and

WHEREAS, a public hearing was held on the 18th day of May 2016 at 7:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that "A Local Law To Provide For The Codification Of The Local Laws, Ordinances And Certain Resolutions Of The Town Of Riverhead Into A Municipal Code To Be Designated The "Code Of The Town Of Riverhead" is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted A Local Law To Provide For The Codification Of The Local Laws, Ordinances And Certain Resolutions Of The Town Of Riverhead Into A Municipal Code To Be Designated The “Code Of The Town Of Riverhead” at its meeting held on June 7, 2016. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**TOWN OF RIVERHEAD
LOCAL LAW NO. -2016**

**A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS,
ORDINANCES AND CERTAIN RESOLUTIONS OF THE TOWN OF RIVERHEAD
INTO A MUNICIPAL CODE TO BE DESIGNATED THE
“CODE OF THE TOWN OF RIVERHEAD”**

**ARTICLE I
Adoption of Code**

§ 101-1. Legislative intent.

In accordance with Subdivision 3 of § 20 of the Municipal Home Rule Law, the local laws, ordinances and certain resolutions of the Town of Riverhead, as codified by General Code, and consisting of Chapters 101 through 301, together with an Appendix, shall be known collectively as the “Code of the Town of Riverhead,” hereafter termed the “Code.” Wherever reference is made in any of the local laws, ordinances and resolutions contained in the “Code of the Town of Riverhead” to any other local law, ordinance or resolution appearing in said Code, such reference shall be changed to the appropriate chapter title, chapter number, article number or section number appearing in the Code as if such local law, ordinance or resolution had been formally amended to so read.

§ 101-2. Continuation of existing provisions.

The provisions of the Code, insofar as they are substantively the same as those of the 1976 Code and the local laws, ordinances and resolutions in force immediately prior to the enactment of the Code by this local law, are intended as a continuation of such local laws, ordinances and resolutions and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior local law, ordinance or resolution. All such provisions are hereby continued in full force and effect and are hereby reaffirmed as to their adoption by the Town Board of the Town of Riverhead, and it is the intention of said Town Board that each such provision contained within the Code is hereby reaffirmed as it appears in said Code. Only such provisions of former local laws and ordinances as are omitted from this Code shall be deemed repealed or abrogated by the provisions of § 101-3 below.

§ 101-3. Repealer.

A. Repeal of inconsistent enactments. Except as provided in § 101-4, Enactments saved from repeal; matters not affected, below, all local laws and ordinances, or parts of such local laws or ordinances, inconsistent with the provisions contained

in the Code adopted by this local law are hereby repealed as of the adoption and filing of this local law as set forth in § 101-13; provided, however, that such repeal shall only be to the extent of such inconsistency, and any valid legislation of the Town of Riverhead which is not in conflict with the provisions of the Code shall be deemed to remain in full force and effect.

B. Repeal of specific enactments. The Town Board of the Town of Riverhead has determined that the following local laws and/or ordinances are no longer in effect and hereby specifically repeals the following legislation:

(1) Chapter 32, Police Commissioners, Board of, of the 1976 Code, adopted January 2, 1968.

(2) Chapter 60, Electrical Wiring and Installations, of the 1976 Code, adopted April 9, 1968, by Ord. No. 38, as amended June 18, 1981.

(3) Chapter 61, Environmental Quality Review, of the 1976 Code, adopted March 31, 1977, by L.L. No. 1-1977, as amended October 5, 1999, by L.L. No. 16-1999.

§ 101-4. Enactments saved from repeal; matters not affected.

The repeal of local laws and ordinances provided for in § 101-3 of this local law shall not affect the following classes of local laws, ordinances, rights and obligations, which are hereby expressly saved from repeal:

A. Any right or liability established, accrued or incurred under any legislative provision of the Town of Riverhead prior to the effective date of this local law or any action or proceeding brought for the enforcement of such right or liability.

B. Any offense or act committed or done before the effective date of this local law in violation of any legislative provision of the Town of Riverhead or any penalty, punishment or forfeiture which may result therefrom.

C. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this local law brought pursuant to any legislative provision of the Town of Riverhead.

D. Any agreement entered into or any franchise, license, right, easement or privilege heretofore granted or conferred by the Town of Riverhead.

E. Any local law or ordinance of the Town of Riverhead providing for the laying out, opening, altering, widening, relocating, straightening, establishing grade, changing name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place within the Town of Riverhead or any portion thereof.

F. Any local law or ordinance of the Town of Riverhead appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond of the Town of Riverhead or other instruments or evidence of the Town's indebtedness.

- G. Local laws or ordinances authorizing the purchase, sale, lease or transfer of property, or any lawful contract, agreement or obligation.
- H. The levy or imposition of special assessments or charges.
- I. The annexation or dedication of property.
- J. Any local law or ordinance relating to salaries and compensation.
- K. Any local law or ordinance amending the Zoning Map.
- L. Any local law or ordinance relating to or establishing a pension plan or pension fund for Town employees.
- M. Any local law or ordinance or portion of a local law or ordinance establishing a specific fee amount for any license, permit or service obtained from the Town.
- N. Local Law Nos. 32-2002 and 47-2006, which extend the expiration date for the real estate transfer tax.
- O. Any local law or ordinance adopted subsequent to October 20, 2015.

§ 101-5. Severability.

If any clause, sentence, paragraph, section, article, chapter or part of this local law or of any local law, ordinance or resolution included in this Code now or through supplementation shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section, article, chapter or part thereof directly involved in the controversy in which such judgment shall have been rendered.

§ 101-6. Copy of Code on file.

A copy of the Code, in loose-leaf form, has been filed in the office of the Town Clerk of the Town of Riverhead and shall remain there for use and examination by the public until final action is taken on this local law; and, if this local law shall be adopted, such copy shall be certified by the Town Clerk of the Town of Riverhead by impressing thereon the Seal of the Town of Riverhead, and such certified copy shall remain on file in the office of said Town Clerk to be made available to persons desiring to examine the same during all times while said Code is in effect. The enactment and publication of this local law, coupled with the availability of a copy of the Code for inspection by the public, shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

§ 101-7. Amendments to Code.

Any and all additions, deletions, amendments or supplements to any of the local laws, ordinances and resolutions known collectively as the “Code of the Town of Riverhead” or any new local laws, ordinances or resolutions, when enacted or adopted in such form as to indicate the intention of the Town to be a part thereof, shall be deemed to be incorporated into such Code so that reference to the Code shall be understood and intended to include such additions, deletions, amendments or supplements. Whenever

such additions, deletions, amendments or supplements to the Code shall be enacted or adopted, they shall thereafter be printed and, as provided hereunder, inserted in the loose-leaf book containing said Code as amendments and supplements thereto. Nothing contained in this local law shall affect the status of any local law, ordinance or resolution contained herein, and such local laws, ordinances or resolutions may be amended, deleted or changed from time to time as the Town Board deems desirable.

§ 101-8. Code book to be kept up-to-date.

It shall be the duty of the Town Clerk to keep up-to-date the certified copy of the book containing the Code of the Town of Riverhead required to be filed in the office of the Town Clerk for use by the public. All changes in said Code and all local laws, ordinances and resolutions adopted by the Town Board subsequent to the enactment of this local law in such form as to indicate the intention of said Town Board to be a part of said Code shall, when finally enacted or adopted, be included therein by temporary attachment of copies of such changes, local laws, ordinances or resolutions until such changes, local laws, ordinances or resolutions are printed as supplements to said Code book, at which time such supplements shall be inserted therein.

§ 101-9. Sale of Code book; supplementation.

Copies of the Code, or any chapter or portion of it, may be purchased from the Town Clerk, or an authorized agent of the Clerk, upon the payment of a fee to be set by resolution of the Town Board. The Clerk may also arrange for procedures for the periodic supplementation of the Code.

§ 101-10. Penalties for tampering with Code.

Any person who alters or tampers with the Code of the Town of Riverhead in any manner whatsoever which will cause the legislation of the Town of Riverhead to be misrepresented thereby, or who violates any other provision of this local law, shall be guilty of an offense and shall, upon conviction thereof, be subject to a fine of not more than \$250 or imprisonment for a term of not more than 15 days, or both.

§ 101-11. Changes in previously adopted legislation; new provisions.

- A. In compiling and preparing the local laws, ordinances and resolutions for publication as the Code of the Town of Riverhead, no changes in the meaning or intent of such local laws, ordinances and resolutions have been made, except as provided for in Subsections B and C hereof. In addition, certain grammatical changes and other minor nonsubstantive changes were made in one or more of said pieces of legislation. It is the intention of the Town Board that all such changes be adopted as part of the Code as if the local laws, ordinances and resolutions had been previously formally amended to read as such.
- B. In addition, the amendments and/or additions as set forth in Schedule A attached hereto and made a part hereof are made herewith, to become effective upon the effective date of this local law. (Chapter and section number references are to the local laws, ordinances and resolutions as they have been renumbered and appear in the Code.)

C. Nomenclature. Throughout the Code, references to the county health department are revised to refer to the "Suffolk County Department of Health Services."

§ 101-12. Incorporation of provisions into Code.

The provisions of this local law are hereby made Article I of Chapter 101 of the Code of the Town of Riverhead, such local law to be entitled "General Provisions, Article I, Adoption of Code," and the sections of this local law shall be numbered §§ 101-1 to 101-13, inclusive.

§ 101-13. When effective.

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

- Underline represents additions

PLEASE TAKE NOTICE that copies of the local law described above and of the Code proposed for adoption thereby are on file in the office of the Town Clerk of the Town of Riverhead, where the same are available for public inspection during regular office hours.

PLEASE TAKE FURTHER NOTICE that all interested persons will be given an opportunity to be heard on said proposed local law at the place and time aforesaid.

NOTICE IS HEREBY GIVEN, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Town Board of the Town of Riverhead will convene in public meeting at the place and time aforesaid for the purpose of conducting a public hearing on the proposed local law described above and, as deemed advisable by said Board, taking action on the enactment of said local law.

Dated: Riverhead, New York
June 7, 2016

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

TOWN OF RIVERHEAD

Resolution # 437

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 105 ARTICLE II ENTITLED
"APPEALS, BOARD OF" (FORMERLY KNOWN AS CHAPTER 108 "ZONING" § 108-
76 "BOARD OF APPEALS POWERS") OF THE RIVERHEAD TOWN CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 105 Article II entitled "Appeals, Board of" (formerly known as Chapter 108, entitled "Zoning" § 108-76 "Board Of Appeals Powers") of the Riverhead Town Code; and

WHEREAS, the Planning Department has reviewed the proposed amendment and recommended that the adoption be considered a Type II action; and

WHEREAS, a public hearing was held before the Town Board at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 19th day of April, 2016 at 7:05 o'clock p.m. to amend Chapter 105 Article II entitled "Appeals, Board of", of the Riverhead Town Code.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and hereby declares the amendment of Chapter 105 Article II entitled "Appeals, Board of" (former Chapter 108§ 108-76 "Board Of Appeals Powers") to be a Type II action for the purposes of SEQR compliance; and be it further

RESOLVED, that the local law amending Chapter 105 Article II §105-8., entitled "Boards, Commissions and Councils", formerly known as Chapter 108, entitled "Zoning" § 108-76 "Board Of Appeals Powers", 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 the same on the signboard at Town Hall; and be it further

RESOLVED, that the Town Clerk shall file with the Secretary of State no sooner than 10 days nor more than 20 days from this date of adoption to allow Local Law #18-2016 (Town Board Resolution #436) for the recodification and renumbering of the Town Code which was adopted this same date, to be filed and deemed effective under the law prior in time to the filing of this local law; 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 Yes No

Dunleavy ABSENT

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 at Riverhead adopted a local law amending Chapter 105 entitled "Boards, Commissions and Councils" formerly known as Chapter 108 entitled "Zoning" of the Riverhead Town Code at its meeting held on June 7, 2016. **Be it enacted** by the Town Board of Riverhead as follows:

CHAPTER 105
Boards, Commissions and Councils
Article II
Board of Appeals

§105-8. Powers and duties.

F. Up to two adjournments requested by the applicant may be granted by the Board of Appeals. Upon the third scheduled hearing, the case must be heard or the applicant forfeits the application without prejudice. Nothing in this section shall be construed to affect or deny the applicant from making a new application in accordance with all provisions of this chapter and Municipal Town Law.

- Underscore represents addition(s)

Dated: Riverhead, New York
June 7, 2016

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 438

ADOPTS A LOCAL LAW TO AMEND CHAPTER 289 ENTITLED "VEHICLES, TRAFFIC & PARKING REGULATIONS" ARTICLE II § 289-2 (A). STOP AND YIELD INTERSECTIONS; RAILROAD CROSSINGS; PARKING FIELDS (FORMERLY KNOWN AS CHAPTER 101 § 101-3 (A) ENTITLED "VEHICLES & TRAFFIC") OF THE RIVERHEAD TOWN CODE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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 289 Entitled "Vehicles, Traffic & Parking Regulations" Article II § 289-2 (A) (formerly known as Chapter 101 § 101-3 (A) entitled "Vehicles & Traffic) of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 3rd day of May, 2016 at 2:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 289, Article II §289-2 (A) (formerly known as Chapter 101, § 101-3 (A) entitled "Vehicles & Traffic), of the Riverhead 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 the Town Clerk shall file with the Secretary of State no sooner than 10 days nor more than 20 days from this date of adoption to allow Local Law #18-2016 (Town Board Resolution #436) for the recodification and renumbering of the Town Code which was adopted this same date, to be filed and deemed effective under the law prior in time to the filing of this local law; 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 Yes No Dunleavy ABSENT
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 289 Entitled "Vehicles, Traffic & Parking Regulations" Article II § 289-2 (A) (formerly known as Chapter 101 § 101-3 (A) entitled "Vehicles & Traffic) of the Riverhead Town Code, at its regular meeting held on June 7, 2016.

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

**Chapter 289
Vehicles, Traffic and Parking Regulations
Article II
Traffic Regulations**

§ 289-2. Stop and yield intersections; railroad crossings; parking fields.

A. Stop intersections. The following intersections are designated as stop intersections, and stop signs shall be erected at such intersections as follows:

Intersection	Stop Sign On	Entrance From
<u>Twomey Avenue</u>	<u>Deep Hole Road</u>	<u>East</u>

- Underline represents addition(s)

Dated: Riverhead, New York
June 7, 2016

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 439

AMENDS RESOLUTION 139 OF 2016 SETTING FEES FOR USAGE OF RECREATION AND OTHER TOWN FACILITIES TO CORRECT NUMBER OF OWNER PARKING PERMITS FOR EAST CREEK DOCKING FACILITY AND ELIMINATE EAST CREEK BOAT LAUNCH FACILITY TIME RESTRICTION FOR USAGE OF FACILITY

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Resolution #139 adopted by the Town Board of the Town of Riverhead on March 1, 2016 set fees and regulations for usage of recreation and other Town facilities for the 2016 calendar year; and

WHEREAS, the Recreation Superintendent wishes to correct the language to reflect a seasonal docking permit shall entitle the permit holder to two parking permits for "East Creek Docking Facility-Boat Owner Parking Permit" (resolution contained an error which read only one boat owner parking permit) and eliminate the time restriction for usage of the East Creek Boat Launch Facility.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby amends Resolution #139 to correct the language to reflect a seasonal docking permit shall entitle the permit holder to two parking permits for "East Creek Docking Facility-Boat Owner Parking Permit" and eliminate the time restriction for usage of the East Creek Boat Launch Facility; 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 440

AMENDS RESOLUTION 323 OF 2016 AUTHORIZING LICENSE AGREEMENT WITH EASTERN BAYS COMPANY, INC. TO ALLOW THE INSTALLATION OF FLOATING UPWELLER SYSTEMS (FLUPSY) IN EAST CREEK

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #323 adopted by the Town Board of the Town of Riverhead on May 3, 2016, the Town Board authorized the Supervisor to execute a License Agreement with Eastern Bays Company, Inc. allowing Eastern Bays Company, Inc. to install one (1) Floating Upweller System (FLUPSY) in East Creek for the purposes of cultivating shellfish; and

WHEREAS, Eastern Bays Company, Inc. has advised the Town that, while they are planning on only needing one FLUPSY, additional FLUPSY tanks (not to exceed a total of five (5) FLUPSY tanks) may be needed if the hatcheries send smaller sized oyster seeds than expected; and

WHEREAS, Eastern Bays Company, Inc. agrees to commence additional license payments as required for each additional FLUPSY installed.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby amends Resolution #323 to allow Eastern Bays Company to install up to a total of five (5) FLUPSY tanks if needed in East Creek; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Eastern Bays Company, Inc., P.O. Box 1606, Jamesport, NY 11947, the Office of the Town Attorney and the Office of Accounting; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 441

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
AUTHORIZING THE TOWN TO ACCEPT FUNDS FROM SUFFOLK COUNTY OFFICE
FOR THE AGING TO SUPPLEMENT THE TOWN'S RESIDENTIAL REPAIR
PROGRAM FOR THE ELDERLY**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's residential repair program for the elderly residents of Riverhead in an amount not to exceed \$26,263.00 for 2016; 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 Yes No Dunleavy ABSENT
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

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

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

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

Units of Service: 820 Units of Residential Repair
300 Unduplicated Served

Total Cost of the Contract: Shall not exceed \$26,263.00, to be paid as set forth in Articles V and VI, attached.

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

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

Town of Riverhead

County of Suffolk

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

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

**Approved:
Department**

_____ 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.

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

Recommended:

Name _____ Date _____

By: _____
Linda Halliday
Community Organization Specialist
Date _____

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

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



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Budget

Article I
Description of Services
IIIB Residential Repair

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

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

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

1. Conflicting Provisions

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

2. Goals of the Program

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

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

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

3. General Terms and Conditions

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

- a. The Contractor 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 and all of their subcontractors shall adhere to the terms of the Department’s New York State (NYS) Area Plan, to the extent that the program is a part thereof, and the Department agrees to make the NYS Area Plan available to the Contractor.
- c. The Contractor is to afford priority to servicing those elderly persons whom New York State has identified as the target population (minority, low-income, frail, and vulnerable) in accordance with paragraph 7 below.
- d. Persons eligible for or receiving the same or a similar service under another government-funded program are not eligible for this service. However, determination of eligibility must be done on an individual basis recognizing specific circumstances as they pertain to the person’s need.
- e. The Contractor may not charge any fees for services.

4. Administration

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

5. Contractor's Staff

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

6. Coordination

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

7. Targeting and Outreach

- a. The Contractor, to the extent it has discretion regarding to whom it will provide services, must give preference to providing services to those unserved and underserved older adults in greatest social or economic need particularly those older adults who are: low income, low income minorities, individuals with limited English proficiency, rural residents, Native Americans, institutionalized or those at risk for institutionalization, individuals with Alzheimer's and related disorders, individuals with disabilities, caregivers of individuals with Alzheimer's related disorders and individuals with disabilities, minorities, frail, vulnerable, LGBT and homebound, in accordance with their need for such services and to meet the specific objectives established by the Department within the PSA, (OAA §305 (a)(2)(E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established annually by the U.S. Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental disabilities, language barriers and cultural, social or geographical isolation including isolation caused by racial or ethnic status that restricts an individual's ability to perform normal daily tasks or threatens the capacity of the individual to live independently (OAA §102 (23 and 24)).
- b. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the Department following the methods the Department has established for complying with the targeting requirements under the OAA and the Equal Access and Targeting Policy issued by the New York State Office for the Aging. Consistent with the OAA and NYS

applicable regulations, including the following laws: the Older Americans Act (OAA), Title III of the Code of Federal Regulations, 45 CFR 1321; the NYS Elder Law and relevant NYS regulations (Title 9, Subtitle Y of the New York State Code of Rules and Regulations); the Contractor’s targeting goal is to substantially increase the numbers of older adults from targeted population groups (minority, low-income, frail, vulnerable).

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

- iii. **Frail** — Persons with one (1) or more functional deficits in the following areas:
 - a) Physical functions;
 - b) Mental functions;
 - c) Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
 - d) Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).

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

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

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

8. Equal Access

- a. The Contractor shall comply with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations.
- b. The Contractor shall adopt staffing procedures which provide for services to be delivered in a language other than English in areas where a significant number of clients do not speak English as their principal language.
- c. The Contractor shall provide maximum accessibility to those older adults in greatest economic or social need, and ensure that new sites be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (l)). Accessibility requirements include provision of services and assistive devices (including assistive technology

services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:

- For individuals who are deaf or hard of hearing: qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.
- For individuals with vision impairments: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
- For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.

- d. Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law. All AAAs and subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. All aging services providers, are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves.

Mandated Action:

The Contractor shall, at a minimum, 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 residential repair/renovation service.

- a. The Contractor shall submit to the Department monthly reports covering program activity and expenses incurred during the reporting period. Such reports must be submitted to the Department by the eighth (8th) day of the month following the period being reported, and be on a form specified by the Department and shall comply with all procedures required by the Department for the proper payment of vouchers and audits.
- b. Financial reports, or vouchers, also must never contain the names of the clients served, but may be coded to indicate the particular client served.
- c. The Contractor must at a minimum determine and maintain the following specific type of demographic information for each individual receiving services.

Demographics

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

- Name.
- Sex.
- Age.
- Disabled/Frail.
- Vulnerable.
- Live Alone.
- Low Income - The need resulting from an income level at or below the poverty threshold, as established by the Bureau of the Census and updated annually as follows:

<u>Size of Family Unit</u>	<u>100 % of Poverty Threshold</u>	<u>185 % of Poverty Threshold</u>
1	\$11,770/year	\$21,775/year
2	\$15,930/year	\$29,471/year

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

10. Incident Reporting

- a. The Contractor agrees to provide the Department with reports of all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Agreement. All such notifications should be given to the Department immediately after the incident, if possible, but in no case longer than five (5) days after the incident. The Contractor further agrees to send the Department copies of all “notices of claim” or any other papers relating to litigation it receives relating to the program covered under this Contract.
- b. The Contractor will report at least verbally to the Department, within 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:

Funded by the Department of Health and Human Services
 through the New York State Office for the Aging
 and the
 Suffolk County Office for the Aging

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

13. Contributions

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

Contributions to this (these) service(s) are completely voluntary and anonymous. Service will not be denied if you are unable or unwilling to contribute. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.
- c. Individuals with self-declared incomes at or above one hundred eighty-five percent (185%) of the federal poverty line will be encouraged to contribute at levels based on the actual cost of services.

14. Participant Comments & Satisfaction Surveys

Pursuant to the NYS Office for the Aging Regulations Section 6654.8, the Contractor shall develop and implement procedures to obtain the views of program participants about the services they receive. Copies of records of such views shall be maintained for at least seven (7) program years and shall be available to the Department for inspection upon request. Such method shall respect the client’s right to confidentiality. In any event, at conclusion of the service, but not less often than annually, the Contractor shall send each recipient an evaluation letter and survey in the form approved by the Department, informing him/her of the sources of funding for the program and including the following information:

Contributions are welcomed and are used to expand this service.

15. Monitoring

a. Financial Transactions

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

b. Program

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

16. Grievance Procedures

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

17. Certificate of Incorporation

The Contractor (if not a town or other municipal corporation) shall furnish the Department with certified copies of its Certificate of Incorporation and bylaws, including any amendments thereto, at the time it signs this Contract, to the extent not already on file with the Department, and any amendments thereto during the term of this Contract promptly upon their adoption, and a list of the board members governing the Contractor from time to time. The Contractor shall not dissolve any existing corporation or establish any new corporation with the responsibility for the operation of the program without the prior written approval of the Department.

Law No. 17 – AG
Rev. 5/12/16
Line Item/Omnibus Grant – IIB Residential Repair

IFMS No. 0000000 _____
001-6772/GEQ1-4980-95285

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

Judy Doll
Director



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

Debbie Schwarz
Senior Center Manager

Karen Westwood
Asst. Center Manager

January 2016

**Joanne Kandell, Principal Accountant
Suffolk County Department for Aging
Veterans Memorial Highway POB 6100
Hauppauge, New York 11788-0099**

Dear Ms. Kandell:

Attached please find the budget and program narrative for 111B RESIDENTIAL REPAIR for the funding period January 1, 2016 through December 31, 2016.

The Program is a free service designed to help eliminate many of the safety hazards that often plague the older population. The services we provide include building ramps and/or 4" steps to ease ambulation, installing safety bars in bathrooms, and various other minor home repairs, allowing our senior population to age in their own homes and community. Senior Citizens 60 years and older who own or rent their homes and who are physically unable to do these jobs themselves are eligible to use the program. At the completion of each job, the client receives a survey to fill out and return by mail with any comments or suggestions they may have concerning the program and the service they received. They are also informed that a donation would be appreciated, but understand all contributions are voluntary and no one will be denied services because of inability or unwillingness to contribute.

Senior Citizens make up 1/4 of Riverhead's population, and the unduplicated count this past year was just over 300 seniors with 820 units of service. Each year, the number of requests we receive to build handicapped ramps increases, and though the labor to complete each ramp takes days as opposed to hours, we still must categorize these requests as high priority in the program. Therefore, our minimal goal is to maintain our current unduplicated count of 300 seniors and provide 820 units of service in the 2016 year.

The Town of Riverhead continually strives to increase participation and ensure access for services to the unserved and underserved older adults, with aim directed at those in the greatest social and/or economic need, especially targeting the following groups:

- **Low income**
- **Low income minorities**

- **Individuals with limited English proficiency**
- **Rural residents**
- **Native Americans**
- **Institutionalized/at risk for institutionalization**
- **Individuals with Alzheimer's disease and/or related dementia**
- **Minorities**
- **Frail**
- **Vulnerable**
- **LGBT**
- **Homebound**

Although in previous years we have exceeded our targeted minority goal of 10%, this past year was not as successful. To address this issue, two staff members have been assigned to specifically reach out to all the elderly minority groups to educate the population about the programs and services available, and to urge them to partake in our services. Our meals on wheels assessor will continue to maintain communication with the homebound clients, and the congregate clientele will be frequently reminded to share information with their neighbors and friends. In addition, we continue to speak to local churches and join with them in programming whenever possible. Key to our link to the minority population is our association with the First Baptist Church, who provides the Center with weekly screenings for blood pressure and other vitals through their Project Care Program. In addition, we are working closely with our Community Development Office to cross reference any minority senior applications. Monthly menus and activity calendars are also distributed to places where seniors congregate. We have had been successful with a monthly newsletter highlighting our programs.

We have recently established a relationship with a representative from SAGE (Services and Advocacy for Gay, Lesbian, Bisexual and Transgender Elders). Copies of their monthly newsletter are made available at our Center.

Riverhead Town contracts the services of LanguageLine Solutions to provide the LEP senior population with no-cost translation services in multiple languages. We have signs posted throughout the building which show that by pointing to one of the 20 languages, we will can an interpreter for you at no cost. Office staff have been trained in and are provided with the procedures and phone numbers needed for seniors to have easy access to telephonic interpretation.

I hope the above meets with your approval. Should you have any questions, please do not hesitate to call 722-4444 ext. 241.

Sincerely,



Judy Doll, Director of Senior Services

Article IA

Grievance Procedures

1. Purpose

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

2. Notifying Participants of the Right to File a Grievance

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

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

3. Grievance Process

a. Filing of grievances must follow the following process:

i. Participants must submit their grievances in writing to Aging’s Program Administrator.

ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. Aging’s Program Administrator may grant an extension for good cause shown.

iii. The grievance should be filed on the form approved by Aging, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.

b. Investigation and Response to Grievance:

i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.

ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.

iii. The designated reviewer shall prepare and send a written response to the grievant and to Aging’s Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the

reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

c. Appeal of Initial Response/Decision:

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

Aging 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 Aging or the service provider

aging; 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.

Article II
Definitions

1. Meanings of Terms

As used herein:

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

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

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

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

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

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

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

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

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

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

“**Event of Default**” means

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

Insurance as its lawful agent for service of process; or

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

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

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

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

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

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

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

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

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

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

been renewed.

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

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

2. Elements of Interpretation

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

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

End of Text for Article II

**Article III
General Terms and Conditions**

I. Contractor Responsibilities

a. Duties and Obligations

i.) It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

ii.) The Contractor shall promptly take all action as may be necessary to render the Services.

iii.) The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

iv.) Services provided under this Contract shall be open to all residents of the County.

b. Qualifications, Licenses, and Professional Standards

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 sub-paragraphs (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.

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.

3. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold

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

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

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

4. Insurance

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

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

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

damage per occurrence. The County shall be named an additional insured.

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

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

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

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

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

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

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide

evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

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

5. Independent Contractor

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

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

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

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

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

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

10. Nonsectarian/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 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 may be due or become due hereunder, (collectively referred to in this paragraph 16 as “Assignment”), to any other

person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

17. Changes to Contractor

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

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

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

c. The Contractor shall notify the County in writing,

which notice (the "Transfer Notice") shall include:

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

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

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

18. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the

County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

19. Certification as to Relationships

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

25. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

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

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

27. Notice

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Article III

Article IV

Suffolk County Legislative Requirements

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

1. Contractor’s/Vendor’s Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract’s duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

Suffolk County Form SCEX 22; entitled “Contractor’s/Vendor’s Public Disclosure Statement”

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

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

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

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

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

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

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

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

Required Form:

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

Required Forms:

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

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

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

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

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term “conviction” shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under “Nonresponsible Bidder.”

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of

Understanding (“MOU”) with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

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

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

13. 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**

1. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher, which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 25 of Article III, and paragraph 4(b) of Article V.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates and all program Budget categories. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. Time and attendance records of a project director, if any, shall be certified by the Chairperson, President or other designated member of the Board of Directors of the Contractor. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the County by a Contractor official empowered to sign the Contract. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth

by the Suffolk County Department of Audit and Control. Documentation, including any other form(s) required by County or the Suffolk County Department of Audit and Control, shall be furnished to the County pursuant to, and as limited by, the Regulations for Accounting Procedures for Contract Agencies of the Suffolk County Department of Audit and Control. In addition to any other remedies that the County may have, failure to supply the required documentation will disqualify the Contractor from any further County contracts.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller.

d. Budget Modification

i.) The parties shall use the Contract Budget Modification Request form (“Budget Modification”) for revisions to the Budget and Services not involving an increase to the total cost of the Contract. If the Contractor is seeking such a modification, the Contractor shall contact the Department to receive the form and enter the required information. When the County and the Contractor agree as to such revisions, the Contractor shall sign the Budget Modification form and return it to the County for execution along with any other documentation the Department may require.

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

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

iv.) The Budget Modification form may be submitted only twice per calendar year and may only be submitted prior to November 15th of that year.

e. Budget and/or Services Revisions

i.) The parties shall use the Contract Budget/Services Revision Approval Form (Budget /Services Revisions) for

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

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

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

f. Taxes

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

g. Final Voucher

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

2. Subject to Appropriation of Funds

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

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

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

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

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

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

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

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

ii.) personnel rules and procedures;

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

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

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

4. Accounting Procedures

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

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

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

5. Audit of Financial Statements

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

6. Financial Statements and Audit Requirements

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

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

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

7. Furniture, Fixtures, Equipment, Materials, Supplies

- a. **Purchases, Rentals or Leases Requiring Prior Approval**

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand dollars (\$1,000.00) per

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

b. Purchase Practices/Proprietary Interest of County

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

c. County’s Right to Take Title and Possession

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

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

d. Inventory Records, Controls and Reports

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

e. Protection of Property in Contractor’s Custody

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

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

f. Disposition of Property in Contractor’s Custody

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

8. Lease or Rental Agreements

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

9. Statement of Other Contracts

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

10. Miscellaneous Fiscal Terms and Conditions

a. Limit of County’s Obligations

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

b. Duplicate Payment from Other Sources

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

c. Funding Identification

The Contractor shall promptly submit to the

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

d. Outside Funding for Non-County Funded Activities

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

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

e. Potential Revenue

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

f. Payments Contingent upon State/Federal Funding

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

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

g. Denial of Aid

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

h. Budget

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

i. Payment of Claims

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

j. Payments Limited to Actual Net Expenditures

The Contractor agrees that if, for any reason

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

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

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

l. Salaries

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

m. Salary Increases

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

n. Contractor Vacancies

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

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

o. No Limitation On Rights

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

p. Comptroller’s Rules and Regulations

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

End of Text for Article V

Article VI

Budget

**Town of Riverhead
IIB Residential Repair Program
January 1, 2016 - December 31, 2016**

PERSONNEL	<u>\$27,113</u>
Workers	27,113
<u>TOTAL</u>	<u>\$27,113</u>
Less Anticipated Income	(850)
<u>NET REIMBURSABLE</u>	<u>\$26,263</u>

TOWN OF RIVERHEAD

Resolution # 442

AWARDS BID FOR HIGHWAY DEPARTMENT GRINDING OF TOWN YARD WASTE ON-SITE AT SOUTH SIDE YOUNG'S AVENUE YARD WASTE FACILITY

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board of the Town of Riverhead, by Resolution #317 adopted on May 3, 2016, authorized the Town Clerk to public and post a Notice to Bidders for bids for Highway Department Grinding of Town Yard Waste On-Site at South Side Young's Avenue Yard Waste Facility; and

WHEREAS, pursuant to the terms of the Notice to Bidders, each bidder must comply with the instructions in the Notice to Bidders and required that all bids be submitted on or before 11:00 am on May 26, 2016; and

WHEREAS, two (2) responses to the Notice to Bidders were received, opened and read aloud on May 26, 2016 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, the Town Highway Superintendent did review and evaluate the proposals and considered information regarding calculation of existing material on-site provided by the Town Engineer; and

WHEREAS, after serious consideration and evaluation, the Town Highway Superintendent recommends that the bid for Highway Department Grinding of Town Yard Waste On-Site at South Side Young's Avenue Yard Waste be awarded to Crown Recycling Facility subject to a not to exceed dollar amount of \$30,000.00.

NOW THEREFORE BE IT RESOLVED, that the bid for Highway Department Grinding of Town Yard Waste On-Site at South Side Young's Avenue be and is hereby awarded to Crown Recycling Facility subject to a not to exceed dollar amount of \$30,000.00.; and be it further

RESOLVED, that the Town Board be and does hereby authorize the Supervisor to execute any documents or agreements, to the extent required, with Crown Recycling Facility to effectuate the terms of the bid specifications; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized directed to forward a copy of this resolution to Crown Recycling Facility, P.O. Box 215, Calverton, NY 11933, Town Highway Department, Office of the Town Attorney and Purchasing; 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 Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 443

**CONSENT OF TOWN BOARD TO ACCEPT OFFER OF DEDICATION AND
RELEASE OF LAND FOR LAYING OUT AND DECLARING SUCH LAND TOWN
HIGHWAY BY USE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Board has received an offer from Ashok K. Agarwal, an owner of real property described as Suffolk County Tax Map Number 0600-14-1-15 ("subject property") to dedicate that portion of the subject property which is improved with a highway known as "Crows Nest Drive" located in the Town of Riverhead; and

WHEREAS, a search of old filed maps of Reeves Park Beach Co., Inc. dating back to 1954; certificate of abandonment for a portion of the lots recorded on the old filed map; records relating to subdivision and lot line alterations; records maintained in the Office of the Assessor; and physical inspection all demonstrate that the portion of the subject property improved (pavement) as a highway and known as Crows Nest Drive bisects the subject property and has been held open to the public for use for decades; and

WHEREAS, an inspection and review of records of the Highway Department confirmed that the portion of the subject property offered for dedication, Crows Nest Drive has been open for public use and that the Highway Department has made repair, snow plowed and otherwise maintained the highway as required by Highway Law §189 to declare Crows Nest Drive as a highway by use; and

WHEREAS, the owner of the subject property seeks to clear title issues related to said highway which has thwarted efforts to successfully market and sell the subject property (a portion of the subject property located immediately south of the highway is improved with a residential structure and the portion of the subject property to the north is unimproved natural state) and offers to dedicate and release that portion of the subject property to the Town of Riverhead as a highway by use and covenant that no development and/or improvement shall be undertaken on the portion of the subject property north of the highway by use; and

WHEREAS, the Highway Superintendent has inspected the highway and recommends that the Town consent to the dedication of a portion of the property improved and used as a highway, plus and together with an additional 15' located and running along the northern boundary of said highway for potential drainage improvements and/or repaving that may be required in the future; and

WHEREAS, the Building and Planning Administrator has reviewed all documents recited above and the offer of the owner of the subject property to dedicate a portion of

the property together with owner's offer to restrict/covenant that the lot located to the north created by such offer of dedication shall remain natural "open space" with no development or rights to improve and after preparation of an short form EAF determines the offer of dedication with all conditions and restrictions above is an Unlisted action pursuant to SEQR law (6 NYCRR Part 617) and would not require a coordinated environmental review.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead declares itself to be the lead agency in the SEQR review of applicant's offer to dedicate and release that portion of the subject property to the Town of Riverhead as a highway by use and covenant that no development and/or improvement shall be undertaken on the portion of the subject property north of the highway by which it classifies as an Unlisted action; and be it further

RESOLVED, that the action is determined to be without the potential for significant environmental impact and that an EIS need not be prepared; and be it further

RESOLVED the Town Board finds that the acceptance of the subject property at no cost to the Town is the best alternative for the protection of community character of all reasonable alternatives available to the Town; and be it further

RESOLVED, that the Planning Department be directed to prepare a negative declaration of significance pursuant to Part 617.7 and .12; and be it further

RESOLVED, that the offer of dedication is approved subject to the following conditions: (1) owner, at his sole cost and expense, shall cause to be prepared a survey with metes and bounds description (existing highway plus additional 15' along the northerly boundary of the existing highway) and such other documents as may be required by the Town to legally transfer the highway by use to the Town; (2) filing of a covenant declaring that the lot created by the offer of dedication (unimproved and located north of the highway by use) shall remain natural and free of development and/or improvements; and (3) owner shall obtain approval by the Planning Department and Office of the Town Attorney prior to filing and/or recording of such documents; and be it further

RESOLVED, that after review and approval by the Planning Department and Office of the Town Attorney, the Supervisor and/or Highway Superintendent, as the case may be, are authorized to execute such documents to effectuate the acceptance of the offer of dedication and all such terms and conditions recited above; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Ashok K. Agarwal, P. O. Box 507, Port Jefferson Station, New York 11776; the Open Space Committee; Peconic Land Trust, Attn: Laura Fischer, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11968; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Office of the Town Attorney.

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 Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 444

AUTHORIZES THE EXTENSION, NUNC PRO TUNC, OF SERVICE AGREEMENT WITH W.A.S.T.E., INC. FOR TOWN OF RIVERHEAD CALVERTON SEWER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, by Town Board Resolution #277 adopted on April 15, 2014, the Town Board authorized the Supervisor to execute a Service Agreement between the Calverton Sewer District and Waste And Sewage Treatment Enterprises, Inc. (W.A.S.T.E. Inc.) for daily plant operation, monitoring, maintenance and necessary testing to meet permit and treatment requirements of New York State and County of Suffolk; and

WHEREAS, the term of the Service Agreement with W.A.S.T.E. INC. was for two years commencing January 1, 2014 and expiring December 31, 2015 with the option to extend; and

WHEREAS, despite the Town's error and failure to timely extend the Service Agreement with W.A.S.T.E. Inc. beginning January 1, 2016, W.A.S.T.E. Inc. has continued to provide services set forth in original Agreement dated January 1, 2014 under the same terms and conditions and expressed a willingness to continue to do so until January 1, 2018; and

WHEREAS, the Town Sewer District Superintendent has requested the contract with W.A.S.T.E. Inc. be extended, nunc pro tunc, for two years beginning January 1, 2016 under the same terms and conditions set forth in original Agreement.

NOW THEREFORE BE IT RESOLVED, that the Service Agreement with W.A.S.T.E. Inc. be extended, nunc pro tunc, for two years beginning January 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 W.A.S.T.E. Inc., 22 North Dunton Avenue, Medford, NY 11763; 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 445

REJECTS BID PROPOSALS SEEKING TO LOCATE AT EPCAL FOR NEW RENEWABLE CAPACITY AND ENERGY (LIPA 2015 RENEWABLE RFP)

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk, by Resolution #232 adopted by the Town Board of the Town of Riverhead on April 5, 2016, was authorized to publish and post a notice to bidders for New Renewable Capacity and Energy (LIPA 2015 Renewable RFP); and

WHEREAS, seven (7) responses to the Notice to Bidders were received however only five responses opened and read aloud on May 11, 2016 in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901, with three bids received late but accepted for consideration; and

WHEREAS, of the seven responses only one response proposed a renewable energy project described as a photovoltaic system at the location of the former landfill site; and

WHEREAS, as the Town has expressed a desire for a viable reuse of the landfill site, the Town, by Resolution #390 adopted on May 26, 2016, did award BQ Energy LLC, the only entity to bid on the landfill site, an opportunity to compete for LIPA/PSEG New Renewable Capacity and Energy (LIPA 2015 Renewable RFP) at the site of the landfill; and

WHEREAS, as to the responses seeking to locate, construct, maintain photovoltaic systems on lands within EPCAL, the Town Board, after serious consideration of several factors, including but not limited to, the Town's stated preference for renewable energy projects that have the greatest capacity for consistent higher electric generation output and that require reduced or lesser acreage for such generation compared to other renewable technologies/projects; existing and potential longstanding issues related to interconnection to the grid; consistency with economic goals and marketing strategy for EPCAL, and after discussion with Town Engineer and consultation with Cushman & Wakefield, has determined that it is in the best interests of the Town to reject all bids received for New Renewable Capacity and Energy (LIPA 2015 Renewable RFP) that proposed to locate at EPCAL.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby rejects all bids responsive to the Request for Proposals for New Renewable Capacity and Energy (2015 Renewable RFP) that proposed to locate at EPCAL; 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 446

**CONSENTS TO TOWN JUSTICES SERVING IN THE RIVERHEAD JUSTICE COURT
WHEN SITTING AS THE EAST END REGIONAL INTERVENTION COURT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, pursuant to Section 170.15 of the Criminal Procedure Law, then acting Deputy Chief Administrative Judge Joseph J. Traficanti Jr., on February 19, 2004, created a Drug Court Hub consisting of the Town and Village Courts for the Towns of East Hampton, Shelter Island, Southold, Southampton and Riverhead; and

WHEREAS, said Drug Court Hub has been designated as the East End Regional Intervention Court; and

WHEREAS, H. Patrick Leis III, District Administrative Judge, has assigned Town Justices Deborah Kooperstein, Helen Rosenblum and Allen M. Smith to serve the East End Regional Intervention Court; and

WHEREAS, C. Randall Hinrichs, Administrative Judge has executed an order assigning William H. Price Jr to serve on the East End Regional Intervention Court; and

WHEREAS, C. Randall Hinrichs, Administrative Judge will execute an order assigning Andrea Harum Schiavoni to serve on the East End Regional Intervention Court; and

WHEREAS, pursuant to Section 106 of the Uniform Justice Court Act, the Towns of Southampton and Riverhead should designate the Town Justices to serve in those jurisdictions.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town of Riverhead hereby consent to Town Justices Deborah Kooperstein, Helen Rosenblum, William H. Price Jr. and Andrea Harum Schiavoni serving in the Riverhead Justice Court when sitting as the East End Regional Intervention Court at no additional compensation; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Hon. Deborah E. Kooperstein, Southampton Justice Court, 32 Jackson Avenue, Hampton Bays, New York 11946; Hon. Helen Rosenblum, 1287 East Main Street, Riverhead, New York 11901; Hon. Allen M. Smith, 210 Howell Avenue, Riverhead, New York 11901; William H. Price Jr., P O Box 1179, Southold, New York 11971 and Hon. Andrea H. Schiavoni, Southampton Town Justice Court, 32 Jackson Avenue, Hampton Bays, New York 11946; 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 447

APPROVES CHAPTER 90 APPLICATION OF RIVERHEAD RACEWAY INC. IN PART
(Drive-In Movie Series)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, on May 10, 2016, Thomas J. Gatz, on behalf of Riverhead Raceway Inc., submitted a Chapter 90 Application for the purpose of conducting a “Drive-In Movie Series”, with movies to be shown on a portable screen, having sound transmitted through an AM/FM transmitter through the car radios, upon their property located at 1797 Old Country Road, Riverhead, New York, to be held on Friday evenings between the hours of 6:00 p.m. and 11:00 p.m. on the following dates:

June 17th, 2016
July 1st, 8th, 15th, 22nd, 29th, 2016
August 5th, 12th, and 19th, 2016
September 2nd, 2016; and

WHEREAS, Riverhead Raceway Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

WHEREAS, that the applicable Chapter 90 Application fee has been paid; and

WHEREAS, pursuant to section 90-5.B., the Town Board shall consider information provided by the Applicant and such other information available in determining whether to approve or deny an application, including but not limited to: (a) the impact of the event on the safe and orderly movement of traffic within and contiguous to the event; (b) the impact of the event on fire and police protection and ambulance service to the areas contiguous to the event...; (c) the Impact of the event on the movement of fire-fighting equipment or ambulance service to the town or to areas contiguous to the event; and (d) the Impact of the event on the general health, safety and welfare of the Town and to the town in general; and

WHEREAS, the event location is adjacent to a residential community with potential impacts and being on Old Country Road may have an impact on the safe and orderly movement of traffic within and contiguous as well as potential impact on fire and police protection and ambulance service to the areas and the dates initially proposed coincide with an increase in traffic; and

WHEREAS, the Town Board due to these impacts and potentially others, agrees to grant approval for the first two events only to observe impacts upon traffic and the other factors set forth in section 90-5.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 application of Riverhead Raceway Inc., for the purpose of conducting a “Drive-In Movie Series”, said movies to be shown on a portable screen, having sound transmitted through an AM/FM transmitter through the car radios, upon their property located at 1797 Old Country Road, Riverhead, New York, to be held on Friday evenings between the hours of 6:00 p.m. and 11:00 p.m. on the aforementioned dates is hereby approved for the first two dates of June 17th, 2016 and July 1, 2016 only to ascertain the impacts referenced above and such other impacts, if any that may result; and be it further

RESOLVED, that should any tents be utilized for this event, 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 an Outdoor Public Safety Plan is to be submitted to the Fire Marshal’s office **no later than June 10, 2016**; and be it

RESOLVED, that this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Raceway Inc., Attn: Thomas J. Gatz, P.O. Box 1743, 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 448

**RATIFES THE APPROVAL OF THE CHAPTER 90 APPLICATION OF HOME DEPOT
DEVELOPMENT OF MARYLAND, INC.**

(Plants, Annuals & Tree Sale – May 15, 2016 through July 10, 2016)

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on May 12, 2016, Andrew Carbone, on behalf of Home Depot Development of Maryland, Inc., submitted a Chapter 90 Application for the display and sale of plants, annuals and trees in a designated section of their parking lot at their location of 1550 Old Country Road, Riverhead, New York, to be held on Sunday, May 15, 2016 through Sunday, July 10, 2016, between the hours of 6:00 a.m. and 10:00 p.m.; and

WHEREAS, Home Depot has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

WHEREAS, that the applicable Chapter 90 Application fee has been paid; and

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

NOW THEREFORE BE IT RESOLVED, that the application of Home Depot Development of Maryland, Inc. for the display of plants, annuals and trees in a designated section of their parking lot at their location of 1550 Old Country Road, Riverhead, New York, to be held on Sunday, May 15, 2016 through Sunday, July 10, 2016, between the hours of 6:00 a.m. and 10:00 p.m., is hereby approved; and be it further

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

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Home Depot Development of Maryland, Inc., Attn: Suzanne Russo, 2455 Paces Fern Road, NW, Atlanta, Georgia, 30339 and Home Depot, Attn: Andrew Carbone, 1550 Old Country Road, Riverhead, New York, 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 449

APPROVES CHAPTER 90 APPLICATION OF RIVERHEAD RACEWAY INC.
(Car Show & Swap Meet – Sunday, July 31, 2016)

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on April 13, 2016, Thomas J. Gatz, on behalf of Riverhead Raceway, Inc., submitted a Chapter 90 Application for the purpose of conducting a Car Show and Swap Meet, having the sales of crafts and related merchandise and the sale of alcoholic beverages, at their location of 1797 Old Country Road, Riverhead, New York, to be held on Sunday, July 31, 2016, between the hours of 8:00 a.m. and 4:00 p.m.; and

WHEREAS, Riverhead Raceway, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

NOW THEREFORE BE IT RESOLVED, that the application of Riverhead Raceway, Inc., for the purpose of conducting a car show and swap meet, having the sales of crafts and related merchandise and the sale of alcoholic beverages, at their location of 1797 Old Country Road, Riverhead, New York, to be held on Sunday, July 31, 2016, between the hours of 8:00 a.m. and 4:00 p.m., is hereby approved; and be it further

RESOLVED, that the applicable Chapter 90 Application fee has been paid; 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 an Outdoor Public Safety Plan is to be submitted to the Fire Marshal's office **no later than June 30, 2016**; and be it

RESOLVED, that this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor, Suffolk County Department of Health, New York State Liquor Authority and all such laws, rules and regulations, including Chapter 46 of the Riverhead Town Code; and be it further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Raceway, Inc., P.O. Box 1743, 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 Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 450

**APPROVES THE CHAPTER 90 APPLICATION OF
OLD STEEPLE COMMUNITY CHURCH
(Annual Antique Fair – Saturday, August 27, 2016)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, on May 5, 2016, Dorothy J. Lapinski, on behalf of Old Steeple Community Church, submitted a Chapter 90 Application for the purpose of conducting their annual “Antique Fair” located at 656 Main Road, Aquebogue, New York, to be held on Saturday, August 27, 2016, having a rain date of Saturday, September 3, 2016, between the hours of 8:00 a.m. and 5:00 p.m.; and

WHEREAS, Old Steeple Community Church has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

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

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

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

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

RESOLVED, that the Chapter 90 Application of Old Steeple Community Church for the purpose of a conducting their annual “Antique Fair” located at 656 Main Road, Aquebogue, New York, to be held on Saturday, August 27, 2016, having a rain date of Saturday, September 3, 2016, between the hours of 8:00 a.m. and 5:00 p.m., is hereby approved; and be it further

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

RESOLVED, should tent(s) be utilized, the necessary tent permit(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 an Outdoor Public Safety Plan is to be submitted to the Fire Marshal's office **no later than July 15, 2016**; and be it

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Old Steeple Community Church, Attn: Dorothy Lapinski, P.O. Box 154, Aquebogue, New York, 11931; 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 451

APPOINTS INTERPRETER FOR POLICE DEPARTMENT AND JUSTICE COURT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

WHEREAS, Roselle Borelli, Contractor, is willing to provide the following services to the Town:

Description of Services: Language Translation – Spanish
Date(s) and Hours of Service: On – call, Flexible

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement in connection with interpreter services of the aforementioned individual; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Roselle Borrelli, 470 Moore’s Lane North, Greenport, New York, 11944; 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 copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

AGREEMENT

BETWEEN, **THE TOWN OF RIVERHEAD**, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as "**TOWN**" and **ROSELLE BORRELLI**, residing at 470 Moore's Lane North, Greenport, New York, 11944, hereinafter referred to as "**CONTRACTOR**".

W I T N E S S E T H

WHEREAS, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

WHEREAS, the contractor is willing to provide the following services to the Town:

Description of Services:	Language Translation – Spanish
Date(s) and Hours of Services:	On-call, Flexible

IT IS HEREBY AGREED, by the Town and Contractor as follows:

1. That Contractor shall provide and fully perform to the Town's satisfaction the aforementioned services to the Town on the date(s) and times(s) stated above.
2. In return for Contractor's services, the Town shall pay Contractor as follows: The sum of Fifty (\$50.00) Dollars for the first (1st) hour of service, or part thereof, and Thirty-Five (\$35.) Dollars for each hour, or part thereof, thereafter. That sum shall be payable after the Contractor performs the services described for the Town and after contractor has filed with the Town of Riverhead, vouchers and any other documents reasonably required for payment; and

WHEREAS, either party may terminate this agreement upon 30 days prior written notice; and

WHEREAS, any previously executed agreements are hereby determined to be null and void; and

WHEREAS, this agreement is effective June 8, 2016.

Dated: Riverhead, New York
June , 2016

TOWN OF RIVERHEAD

By: _____
SEAN M. WALTER
Town Supervisor

ROSELLE BORELLI

TOWN OF RIVERHEAD

Resolution # 452

AUTHORIZES SETTLEMENT OF LEGAL ACTION BY ALLSTATE INSURANCE COMPANY AS SUBROGEE OF MARY JENNIFER DROWER AGAINST THE TOWN OF RIVERHEAD

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, due to claims that were paid for flooding damage that occurred at 31 Herod Point Road, Wading River, a legal action was commenced by Allstate Insurance Company as Subrogee of Mary Jennifer Drower against the Town of Riverhead in the Supreme Court, Suffolk County under Index No. 017874/2015; and

WHEREAS, the parties entered into negotiations; and

WHEREAS, an offer of settlement has been made by Allstate Insurance Company as Subrogee of Mary Jennifer Drower in full settlement of that legal action inclusive of all costs, expenses and interest; and

WHEREAS, in light of the costs attendant to proceeding to a trial with the attendant uncertainties of litigation, it is in the best interests of the Town to accept the settlement proposal.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead be and hereby accepts the settlement proposal made by and on behalf of Allstate Insurance Company as Subrogee of Mary Jennifer Drower regarding legal action commenced by Allstate Insurance Company as Subrogee of Mary Jennifer Drower against the Town of Riverhead in the Supreme Court, Suffolk County under Index No. 017874/2015; and be it further

RESOLVED, that the Supervisor is authorized to sign all documents necessary to effectuate that settlement of the legal action commenced by Allstate Insurance Company as Subrogee of Mary Jennifer Drower in the Supreme Court, Suffolk County under Index No. 017874/2015; and be it further

RESOLVED, that Devitt Spellman Barrett, LLP is hereby authorized to enter into a stipulation of settlement on behalf of the Town without an admission of liability as well as any other documents necessary to effectuate the settlement of the litigation; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Stephan D. Trace, Esq., Devitt Spellman Barrett, LLP, 50 Route 111, Smithtown, New York 11787, the Accounting Department, and the Town Attorney.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 453

AWARDS BID FOR THE SALE OF 1995 GMC BUCKET TRUCK

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town Clerk was authorized to publish and post a public notice for sealed bids for the sale of 1995 GMC bucket truck; and

WHEREAS, three bids were received, opened and read aloud on the 2nd day of June, 2016 at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders; and

NOW THEREFORE BE IT RESOLVED, that the bid for the sale of 1995 GMC bucket truck be and is hereby awarded to Andrew Groneman, 44 Meadow Lane, Riverhead, New York 11901; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to return all bid deposits submitted for the above bid item; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Andrew Groneman, 44 Meadow Lane, Riverhead, New York 11901; Town Engineer and the Office of Accounting; 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 copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 454

**OFFERS SUPPORT TO THE APPLICATION OF JAMESPORT MEETING HOUSE
PRESERVATION TRUST**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Jamesport Meeting House was built in 1731, the year before George Washington was born, and is the oldest building in Riverhead Town; and

WHEREAS, the Jamesport Meeting House is the oldest public building on the East End of Long Island; and

WHEREAS, the Jamesport Meeting House was built as a do-it-yourself project by the pioneer settlers of the area that later became Riverhead Town and has direct connections with the area's Puritan heritage and the town's founders; and

WHEREAS, the Jamesport Meeting House Preservation Trust, a 501(c)3 not-for-profit organization, was formed in 2007 to preserve the historic building "for community events and public gatherings"; and

WHEREAS, Jamesport Meeting House Preservation Trust acquired the building in 2008 and has undertaken extensive restoration and upgrading work on the historic structure, all without requesting or receiving any financial support from the town; and

WHEREAS, the Jamesport Meeting House Preservation Trust has used the historic building for the benefit of the community by hosting a wide variety of public events, including numerous concerts, dramatic performances, civic meetings, spelling bees, weddings and other celebrations; and

WHEREAS, the Jamesport Meeting House was designated by the Town Board as an official town landmark in 1979, is the centerpiece of the Jamesport Hamlet Historic District designated by the Town Board in 2006 and was placed on the National Register of Historic Places in 2008; and

WHEREAS, the Jamesport Meeting House Preservation Trust desires to provide an A.D.A. accessible restroom to supplement an existing facility that is very small and not wheel-chair accessible; and

WHEREAS, the landmark status of the building, the small size of the property given to the proprietors of the Meeting House in 1731 and the lack of appropriate space in the historically-significant interior make it extremely difficult to construct an A.D.A. compliant restroom entirely within the existing footprint; and

WHEREAS the Meeting House wishes to utilize a small exterior space

(approximately 60 square feet between two exiting wings of the structure) which requires a rear yard area variance.

NOW BE IT THEREFORE RESOLVED, the Riverhead Town Board, be and hereby, supports the application of the Jamesport Meeting House Preservation Trust to the Zoning Board of Appeals for a variance, or variances as determined in order to carry out the construction of an A.D.A. accessible restroom; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Jamesport Meeting House Preservation Trust, the Zoning Board of Appeals, the Town Attorney and Building Department; and be it further

RESOLVED, the Riverhead Town Board, be and hereby, supports the application of the Jamesport Meeting House Preservation Trust to the Zoning Board of Appeals for the construction of an A.D.A. accessible restroom; 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 455

**EXTENDS BID FOR ANNUAL DIESEL/GENERATOR MAINTENANCE
FOR THE RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board of the Town of Riverhead adopted Resolution #150529 on July 7, 2015, awarding the bid for annual diesel/generator maintenance for use by the Riverhead Water District to Alternate Power Solutions; and

WHEREAS, the Riverhead Water District has requested that the contract with Alternate Power Solutions be extended for one (1) year to July 7, 2017, pursuant to the terms of the current contract; and

WHEREAS, Alternate Power Solutions, 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 Alternate Power Solutions, for annual diesel/generator maintenance 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 Alternate Power Solutions, 1860 Pond Road, Suite 5, Ronkonkoma, New York, 11779;

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy ABSENT
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

Bid Extension Notice

To: Robert Henrich
Alternate Power Solutions

From: Mark K Conklin, Superintendent, 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 Annual Diesel/Generator Maintenance 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 contract prices. 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.

Dated: May 10, 2016

Authorized Signature

ROBERT HENRICH
Print Name

**ANNUAL DIESEL MAINTENANCE
 BID PROPOSAL SHEET
 BID #RWD-2015-33**

Item #1 – Annual Maintenance Bid (three [3] units total) \$ 435⁰⁰ L.S. per unit
 Item #2 – Annual Maintenance Bid w/Generators
 (seven [7] units) \$ 415⁰⁰ L.S. per unit

Item #3 - Labor:

a) During normal business hours \$ 93⁰⁰ per hr.
 b) After normal business hours \$ 135⁰⁰ per hr.
 c) Weekends \$ 135⁰⁰ per hr.
 d) Sundays & Holidays \$ 165⁰⁰ per hr.
 *e) Estimated mileage normal business hours \$ _____ per mi.
 *f) Estimated mileage after hours & weekends \$ 1 per mi.
 *g) Normal response time ~~24~~ 24 hr/min.
 *h) Emergency response time ~~4~~ 4 hr/min.

*Please supply point of origin: _____

(NOTE: For regular maintenance, "point of origin" shall be deemed to be calculated from the last job site. In an emergency, "point of origin" shall be from headquarters)

Item #4 - Parts and Components

(Lump Sum [L.S.] = \$ amount + percentage; ex., \$100 x 20% = \$120.00 L.S.)

a) Up to \$100 certified cost plus 18 % = \$ 118 L.S.
 b) Up to \$500 certified cost plus 16 % = \$ 590 L.S.
 c) Up to \$1000 certified cost plus 18 % = \$ 1180 L.S.
 d) Up to \$5000 certified cost plus 16 % = \$ 5900 L.S.
 e) Above \$5000 certified cost plus 13 % = \$ 5900 + L.S.

ATTACH CERTIFICATION/TRAINING DOCUMENTATION PER PAGE 4

TOWN OF RIVERHEAD

Resolution # 456

ACCEPTS THE RESIGNATION OF A BINGO INSPECTOR

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town has received a letter of resignation from Nicole Buckner indicating her intent to resign from the position of Bingo Inspector effective May 19, 2016.

RESOLVED, that this Town Board hereby accepts the resignation of Nicole Buckner from the position of Bingo Inspector.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Nicole Buckner, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electric 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 Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 457

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
LISA COOK & DENNY TEASON WEDDING AT BAITING HOLLOW GOLF CLUB
(Saturday – June 11, 2016)**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on May 18, 2016, Lisa Cook submitted a Fireworks Permit Application for the purpose of conducting a fireworks display, as part of her wedding celebration, on Saturday, June 11, 2016 at 10:00 p.m., to be held upon property of the Baiting Hollow Golf Club, located at 100 Golf Club Drive, Baiting Hollow, New York; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Riverhead Fire Department and the Riverhead Fire Marshal and a certificate of insurance from the fireworks company (Fireworks by Grucci, Inc.), 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 Lisa Cook and Denny Teason, for the purpose of conducting a fireworks display to be held at 100 Golf Club Drive, Baiting Hollow, New York on Saturday, June 11, 2016 at 10:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Riverhead Fire Department who must be at the site prior to commencement of fireworks display.
- Fireworks Permit Application signed by both the Fire Marshal and the Riverhead 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 Riverhead 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.
- The associated \$500.00 administrative fee must be submitted to the Office of the Fire Marshal **no later than June 8, 2016**.
- All property owners located within a one mile radius of this fireworks display shall be notified of this display **no later than June 8, 2016**; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Lisa Cook and Denny Teason, 57 Brook Street, Patchogue, New York 11772, Fireworks by Grucci, Inc., Attn: Edward Rubio, Logistics Manager, 20 Pinehurst Drive, Bellport, New York 11713 and Baiting Hollow Club, 100 Golf Club Drive, Baiting Hollow, New York, 11933; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 458

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #16-11 May 25, 2016 (TBM 06/07/16)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	1,341,416.88	1,341,416.88
POLICE ATHLETIC LEAGUE	4	562.00	562.00
RECREATION PROGRAM FUND	6	9,646.60	9,646.60
HIGHWAY FUND	111	143,859.54	143,859.54
WATER DISTRICT	112	156,224.53	156,224.53
RIVERHEAD SEWER DISTRICT	114	324,941.30	324,941.30
REFUSE & GARBAGE COLLECTION DI	115	2,356.46	2,356.46
STREET LIGHTING DISTRICT	116	12,555.43	12,555.43
PUBLIC PARKING DISTRICT	117	726.40	726.40
AMBULANCE DISTRICT	120	896.91	896.91
EAST CREEK DOCKING FACILITY FU	122	7,354.19	7,354.19
CALVERTON SEWER DISTRICT	124	10,612.43	10,612.43
RIVERHEAD SCAVENGER WASTE DIST	128	98,343.99	98,343.99
WORKERS' COMPENSATION FUND	173	4,033.42	4,033.42
CDBG CONSORTIUM ACCOUNT	181	409.85	409.85
GENERAL FUND DEBT SERVICE	384	4,555,111.04	4,555,111.04
RIVERHEAD SEWER CAPITAL PROJEC	414	397,225.25	397,225.25
CALVERTON SEWER CAPITAL PROJEC	424	2,327.82	2,327.82
TRUST & AGENCY	735	13,458,349.86	13,458,349.86
COMMUNITY PRESERVATION FUND	737	2,100.00	2,100.00
CALVERTON PARK - C.D.A.	914	746.28	746.28
PAYROLL	998	140.00	140.00
TOTAL ALL FUNDS		20,529,940.18	20,529,940.18

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted