

7/17/07

Adopted

07-26-07

Tabled

TOWN OF RIVERHEAD

Resolution # 691

APPROVES EXTENSION OF SECURITY POSTED BY RICHARD OLIVO IN CONNECTION WITH THE SUBDIVISION ENTITLED, "SHADE TREE ACRES- SECTION 2" (ROAD AND DRAINAGE IMPROVEMENTS)

COUNCILMAN BARTUNEK offered the following resolution, was seconded by COUNCILWOMAN BLASS

WHEREAS, the Riverhead Town Board, by Resolution #1114 adopted on November 6, 2002, did accept security in the amount of \$190,000.00 representing road and drainage improvements to be completed in the subdivision entitled, "Shade Tree Acres - Section 2"; and

WHEREAS, by letter from Richard Olivo, Developer of "Shade Tree Acres", dated February 16, 2007, it has been requested that an extension be granted for the security posted representing the road and drainage improvements to be completed within the subdivision.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the security posted representing the road and drainage improvements to be completed within the subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the security posted representing the road and drainage improvements to be completed within the subdivision to July 17, 2008; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Richard Olivo, 285 Route 25A, Rocky Point, New York, 11778; the Planning Board; the Planning Department; the Building Department; the Office of Accounting and the Town Attorney's Office.

Adopted Tabled

07-26-07

Z:\Laura Calamita\bonds\approvesextShadeTreeAcres.res.doc

THE VOTE

Dunleavy yes no Bartunek yes no
Blass yes no Densieski yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

7/25/07

TOWN OF RIVERHEAD

Adopted

Resolution #715

GRANTS EXCAVATION PERMIT AS PROVIDED BY CHAPTER 62 TO THE BAITING HOLLOW CLUB, WULFROST FARMS, LLC.

_____ Councilman Densieski _____ offered the following resolution,
which was seconded by _____ Councilman Bartunek _____:

WHEREAS, Baiting Hollow Club, Wulfrost Farms LLC, owners of the of the subject property located on the north side of Sound Ave., Baiting Hollow, NY, Suffolk County tax map number, 600-40.-2-6.3 and 600-40-2-p/o 10, and

WHEREAS, the owners have petitioned the Town Board for an excavation permit pursuant to Chapter 62 of the Town Code of the Town of Riverhead which would require the exportation of 37,334 cubic yards of soils for the construction of a clubhouse, driving range and related uses as depicted on a survey dated April 30, 2007 prepared by Young & Young, and

WHEREAS, the Town Board has reviewed and considered the application for the aforementioned excavation permit, and

WHEREAS, the applicant's engineer, Thomas Wolpert, P.E., of Young & Young, has submitted a map entitled "Earthwork" dated July 6, 2007 indicating a total of 37,334 cubic yards of soil to be exported, and such removal of material will be supported by a manifest from the owners and approved by the Town of Riverhead Engineer and Building Department, and

NOW, THEREFORE, BE IT

RESOLVED, that based upon the foregoing, the Town Board hereby grants the excavation permit requested by the applicant, such excavation permit authorizing the exportation of not more than another 37,334 cubic yards of soils in accordance with the permit application and calculations of Thomas Wolpert, P.E., pursuant to map submitted with the application for excavation permit dated July 6, 2007, and be it further,

RESOLVED, the Building Department is hereby authorized to accept statutory excavation permit fees in the amount of \$74,668.00 dollars representing \$2.00 per cubic yard for the exportation of said soils, be it further,

RESOLVED, that the excavation permit is conditioned upon specified hours of operation, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday only, be it further,

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

RESOLVED, the applicant shall be responsible for all expenses incurred by the Town of Riverhead to enforce all of the provisions of this permit and the Riverhead Town Code and shall immediately repair Warner Drive by installing a wearing coat of

asphalt over the entire section of the roadway to the satisfaction of the Riverhead Town Highway Superintendent, and be it further,

RESOLVED, that no material shall be removed prior to the repair of the roadway and further,

RESOLVED, that upon conclusion of the excavation operations that the applicant's engineer will provide certification to the building department confirming the total of 37,334 cubic yards that was removed from the property, and be it further,

RESOLVED, that all other provisions of Chapter 62 being hereby waived pursuant to Chapter 62.5, and be it further,

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to attn: Barry Beil, Managing Member for Wulforst Farms, LLC, PO Box 912, Remsenberg, NY 11960, the Riverhead Planning Department, The Riverhead Town Engineer, Town of Riverhead Highway Department and the Riverhead Building Department.

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

This Resolution Is Is Not
Declared Duly Adopted

7/26/07

TOWN OF RIVERHEAD

Adopted

Resolution # 716

AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENTS IN CONNECTION WITH COUNTY OF SUFFOLK SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM CONTRACTS

Councilwoman Blass offered the following resolution,
was seconded by Councilman Dunleavy:

WHEREAS, the County of Suffolk has provided financial assistance to the Town of Riverhead through Supplemental Nutrition Assistance Program (SNAP); and

WHEREAS, the County of Suffolk has stated that sufficient funding exists in the 2007 Suffolk County Operating Budget; and

WHEREAS, the Town received contracts from Suffolk County Office for the Aging for the purpose of making a Supplemental Nutrition Assistance Program available to senior citizens of Suffolk County.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreements implementing the County of Suffolk Supplemental Nutrition Assistance Program, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a Certified Copy of this Resolution to the Office of the Town Attorney, the Seniors Program and the Office of Accounting.

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

County of Suffolk



Steve Levy
Suffolk County Executive

Office for the Aging
Holly S. Rhodes-Teague
Director

June 13, 2007

The Honorable Philip Cardinale
Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

RE: Supplemental Nutrition Assistance Program

Dear Supervisor Cardinale:

Enclosed are three copies of the above referenced agreement and related paperwork that must be completed and/or signed. You may use the attached list of required items as a check off list before submitting the documentation.

Please be aware that, as stated on Page 1 of Exhibit A, the following three documents have become part of this contract:

- Technical Assistance Packet
- Policy and Procedures Manual: Congregate & Home Delivered Meals
- COMPASS

These documents were previously sent to you as part of the Request for Qualifications. Call the Office for the Aging if you need replacement copies.

Please be advised that if you are providing services without a fully executed contract, you do so at your own risk as an exercise of your independent business judgment and without any guarantee of payment. In order to avoid delay in the execution of your Agreement, please be sure to send completed forms with the signed Agreements.

One fully executed Agreement will be forwarded to you as soon as the signature process has been completed. If you require any further information, please contact Mary-Valerie Kempinski at 631-853- 8209.

Sincerely,

Leonor Hunter
Fiscal Administrator II

LH:MVK:sl
Enclosures
cc: Judy Doll

Agreement

This Agreement (Agreement) is between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Office for the Aging (Aging), having its principal office at the H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, New York (Mailing address: P.O. Box 6100, Hauppauge, New York 11788-0099), and the Town of Riverhead (Contractor), a New York municipal corporation, having its principal place of business at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire to make a senior citizens nutrition program available to the County. Sufficient funding exists in the 2007 Suffolk County Operating Budget.

Term of Agreement: Shall be April 1, 2007 through March 31, 2008 with four one-year extensions at the County's option.

Total Meals:
Daily Congregate Meals: 67
Daily Home-Delivered Meals: 96

Total Cost of Agreement: Shall be on a fee-for-service basis, not to exceed \$ 221,490 for the current contract year, as set forth in Exhibits A, A1 and C attached.

Terms and Conditions: Shall be as set forth in Exhibits A, A1, B, C, D, Appendices K, L, M, N, O and the Exhibit entitled "Suffolk County Legislative Requirements Exhibit for Contracts" revised 1/4/07 attached.

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

Town of Riverhead

**PLEASE SIGN
& DATE**
County of Suffolk

By: _____
Philip Cardinale
Supervisor

By: _____
Paul Sabatino II
Chief Deputy County Executive

Fed. Taxpayer ID #: 11-6001935
Date: _____

Date: _____

Approved as to Form, Legality:

Approved:

Christine Malafi
Suffolk County Attorney

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

By: _____
Samantha N. McEachin
Assistant County Attorney
Date

By: _____
Anna Prencepe
Food Service Supervisor
Date

Exhibit A

1. Services to Be Performed – Payment by County

A. The **Contractor** shall furnish **Aging** with one or more nutrition programs for senior citizens of Suffolk County (separately or collectively the "Program"), under (i) the Nutrition Program for the Elderly pursuant to Title III, Part C of the Federal Older Americans Act (42 U.S.C.A. §3030e et seq.) in accordance with the rules and regulations of the Administration on Aging, United States Department of Health and Human Services, or (ii) the New York State Supplemental Nutrition Assistance Program (SNAP), as indicated on the cover page of this Agreement. The **Contractor** shall furnish the Program as further provided in this Exhibit A, Exhibit A1, the Contractor's Response to Section IV, paragraph 3 a through h, to the RFQ Request for Qualifications No. 06/22987-tp (the RFQ) and the following Appendices to the RFQ and additional Exhibits, which are attached to and made part of this Agreement:

EXHIBIT A1	Standard Contract Clauses
EXHIBIT B	Program Specifications
EXHIBIT B1	Special Clauses (if any)
EXHIBIT C	Rate Page(s) (Contractor's Response to Section V of the RFQ)
EXHIBIT D	Grievance Procedures
Appendix K	Technical Assistance Packet (revised 5/06)
Appendix L	Policy and Procedure Manuals: Congregate Meals and Home Delivered Meals (revised 5/06)
Appendix M	Holiday Schedule
Appendix N	Summary Form for each Catchment Area
Appendix O	Comprehensive Assessment Tool (COMPASS – Form: revised 5/5/00) "Suffolk County Legislative Requirements Exhibit for Contracts" revised 1/4/07

- B. The approximate daily number of Congregate and/or Home-delivered Meals included in the Program shall be as set forth on the cover page of this Agreement.
- C. Payments will be made in accordance with the Rate Page(s) attached as Exhibit C to this Agreement, but only as provided in Exhibit A1.
- D. If, under prior similar agreements with the **County**, the **Contractor** has received nonconsumable furniture, equipment or other tangible personal property or funds to purchase any such items, or received any of such items in connection with this Agreement, the **Contractor** shall comply with Exhibit D annexed to and made part of this Agreement.
- E. The provisions of Exhibit B1 shall prevail over inconsistent provisions of any other Exhibit, the provisions of this Exhibit A and of Exhibits A1 and B shall prevail over inconsistent provision of any other Exhibit except B1, and the provisions of A, A1 and B1 shall prevail over any other document not specifically referred to in this Agreement or made part thereof by this Exhibit A or by subsequent amendment in writing and signed by both parties except to the extent that provisions of this Exhibit A, or Exhibit A1 or B1 are specifically referred to and amended or superseded by such amendment.

Supplemental Nutrition Assistance Program

F. Exhibit B is made part of this Agreement for the contract year to which it relates and for any contract period thereafter unless it is modified by Extension Agreement or Amendment.

2. **Contract Year**

The term of this Agreement shall be as set forth on the cover page, unless extended as provided below or terminated as provided in Exhibit A1.

3. **Reports**

The **Contractor** shall submit reports as reasonably requested by the **County**, including without limitation those required by the Technical Assistance Packet (Appendix K to the RFQ), and the Policy and Procedure Manuals (Appendix L to the RFQ).

4. **Limit Of County's Obligations**

The maximum amount to be paid by the **County** as set forth on the cover page of this Agreement or any amendment thereof shall constitute the full obligation of the **County** in connection with this Agreement and any matter arising therefrom for the contract year to which such cover page relates.

5. **Insurance**

Subparagraph 13. (a) (i) of Exhibit A1 is deleted and the following provision is substituted in its place:

- (i) COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual food products 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.

6. **Extension of Term**

The services of the contractor under this Agreement shall be subject to review by **Aging** not less often than annually. If **Aging**, in its sole discretion, is satisfied with the **Contractor's** services, **Aging** shall notify the **Contractor** in writing on or before the expiration of the term (as same may have been extended), and the parties shall negotiate an Extension Agreement, which shall take effect for the extension period specified therein, but in no event beyond the time limits specified on the cover page of this Agreement, upon signature on behalf of the **County**. Such Extension Agreement shall include the Total Cost of Agreement for the extension period, adjustment of the annual and daily average number of meals, if necessary, and such other modifications of the Agreement as may be agreed upon between the parties.

7. **Non-Responsible Bidder**

The **Contractor** represents and warrants that it has read and is familiar with the provisions of Suffolk County Code §§143-5 through 143-9. Upon signing this Agreement the **Contractor** certifies that he, she, it, or they have 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 the provision of Section 143-5 of the Suffolk County Code under "NONRESPONSIBLE BIDDER."

– END OF TEXT OF EXHIBIT A –