

CDA Resolution List:

- Res. #17 AUTHORIZES HDR TO CONTINUE PLANNING FOR THE RAIL ACCESS REHABILITATION PROJECT AT THE ENTERPRISE PARK AT CALVERTON
- Res. #18 CDA ECONOMIC RECOVERY PROJECT FOR CALVERTON RAIL SPUR
- Res. #19 CDA RESOLUTION AMENDING CDA RESOLUTIONS #9, # 17, AND # 27 OF 2008
- Res. #20 CDA AUTHORIZES ACCEPTANCE OF EMPIRE STATE DEVELOPMENT DOWNSTATE REGIONAL BLUEPRINT GRANT FOR CALVERTON RAIL ACCESS

Resolution List:

- Res. #1079 EXTENDS BID CONTRACT FOR CORROSION CONTROL CHEMICAL FOR THE TOWN OF RIVERHEAD
- Res. #1080 AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "ZONING" (§108-56. Signs. E. (7)(c) Temporary special event signs.)
- Res. #1081 AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 52 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED "BUILDING CONSTRUCTION"(Section 52-6 "Application for building permit")
- Res. #1082 AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 98 ENTITLED "LITTERING" OF THE RIVERHEAD TOWN CODE (§98-10 Penalties for offenses)
- Res. #1083 AUTHORIZES THE SUPERVISOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH COUNTY OF SUFFOLK FOR PILOT PROJECT DATA SHARING OF 2006 BUILDING OUTLINE GIS DATA
- Res. #1084 ADOPTS A LOCAL LAW AMENDING CHAPTER 58 ENTITLED, "DOGS" OF THE RIVERHEAD TOWN CODE
- Res. #1085 ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-10. – Parking prohibited.)
- Res. #1086 APPOINTS A CALL-IN RECREATION AIDE- VOLLEYBALL OFFICIAL TO THE RECREATION DEPARTMENT (Daniel Dunn)
- Res. #1087 CEDAR COVE SUBDIVISION BUDGET ADJUSTMENT
- Res. #1088 AUTHORIZATION TO DISCARD FIXED ASSETS
- Res. #1089 AWARDS BID FOR HEATING FUEL
- Res. #1090 CALVERTON PARK RECREATIONAL TRAILS BUDGET ADOPTION \$100,000
- Res. #1091 CALVERTON PARK RECREATIONAL TRAILS BUDGET ADOPTION \$200,000
- Res. #1092 ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE (ARTICLE XXVI Site Plan Review)

- Res. #1093 AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH KENNETH DEMCHAK TO SATISFY AN OUTSTANDING PAYMENT REGARDING A PARKING LOT LEASE AGREEMENT
- Res. #1094 AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH COUNTY OF SUFFOLK OFFICE FOR THE AGING (AAA TRANSPORTATION PROGRAM)
- Res. #1095 ECONOMIC RECOVERY PROJECT FOR CALVERTON RAIL SPUR
- Res. #1096 TRANSFERS A MAINTENANCE MECHANIC II FROM THE BUILDING AND GROUNDS DIVISION OF THE ENGINEERING DEPARTMENT TO THE POSITION OF AUTO MECHANIC II IN THE MUNICIPAL GARAGE (Thomas Vance)
- Res. #1097 AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE(ARTICLE XXXIV – Multifamily Residential Professional Office Zone)
- Res. #1098 AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE (ARTICLE XLVI – Destination Retail Center (DRC) Zoning Use District)
- Res. #1099 APPOINTS TEMPORARY CLERKS TO THE TAX RECEIVER'S OFFICE (Erica Haas, Juliet Blass)
- Res. #1100 AUTHORIZES SUPERVISOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS ON BEHALF OF THE TOWN OF RIVERHEAD FOR PARTICIPATION IN THE SUFFOLK COUNTY DOWNTOWN REVITALIZATION ROUND 9 PROGRAM
- Res. #1101 GENERAL FUND POLICE BUDGET ADJUSTMENT
- Res. #1102 GENERAL FUND SANITATION DEPARTMENT BUDGET ADJUSTMENT
- Res. #1103 2007 GENERAL FUND BUDGET MODIFICATION
- Res. #1104 JUSTICE COURT PETTY CASH
- Res. #1105 USDA GRANT BUDGET ADJUSTMENT
- Res. #1106 AUTHORIZES EXECUTION AND SUBMISSION OF GRANT APPLICATION TO SUFFOLK COUNTY FOR FISCAL YEAR 2010 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
- Res. #1107 AUTHORIZES ACCEPTANCE OF EMPIRE STATE DEVELOPMENT DOWNSTATE REGIONAL BLUEPRINT GRANT FOR CALVERTON RAIL ACCESS
- Res. #1108 AUTHORIZES PROFESSIONAL SERVICES AGREEMENT FOR FINAL AUDIT OF CALVERTON RECREATIONAL FACILITIES
- Res. #1109 PAYS BILLS

12/01/09

Adopted

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

RESOLUTION #17

**AUTHORIZES HDR TO CONTINUE PLANNING FOR THE RAIL ACCESS REHABILITATION
PROJECT AT THE ENTERPRISE PARK AT CALVERTON**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead has adopted a Comprehensive Plan for the Town and a Comprehensive Reuse Plan for the Calverton Enterprise Park, property now known as "EPCAL", providing the basis for the rezoning of the former Grumman property; and

WHEREAS, the Town Board acting in its capacity as the Community Development Agency (CDA) desires to foster the continued development of infrastructure at the EPCAL site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at EPCAL, the CDA Board authorized a solicitation of proposals for the EPCAL Rail Access Rehabilitation Project; and

WHEREAS, the CDA Board selected HDR, Inc., an employee-owned architectural, engineering and consulting firm with rail development expertise, as consultant to assist the CDA to rehabilitate the rail spur to EPCAL subject to the Town of Riverhead and/or the CDA securing the necessary outside funds for the project; further subject to negotiation of the terms of a professional service agreement with the office of the Town Attorney;

WHEREAS, HDR, Inc. is aware that the Town of Riverhead and the CDA is in the process of applying for federal and state funding to move the project forward; and

WHEREAS, with the assistance of HDR, the Town has been able to secure grants from New York State Empire Development for the project and it was

recently announced that Governor Patterson has certified the Town's application to have reactivation project funded through ARRA; and

WHEREAS, HDR has completed additional work necessary as shown in the attached outline which was not contemplated in the original professional services to move the ARRA funding forward in an expedited fashion including attendance at public hearings and additional design work totaling \$16,749.00, and

WHEREAS, the CDA Board also wishes to retain the services of HDR to continue to assisting the CDA Board in expediting the planned railroad rehabilitation program to completion.

NOW, THEREFORE, BE IT RESOLVED, that CDA Board authorizes HDR, Inc. to proceed with the design of warning devices at River Road and the development of third party agreements with the Long Island Railroad and New York and Atlantic Railway as set forth in the attached outline, the cost of which shall not exceed \$127,549.00, and

BE IT FURTHER RESOLVED, that the CDA Board hereby authorizes the additional work already completed but not contemplated in the original professional services agreement which was needed to expedite the CDA's ARRA application, and

BE IT FURTHER RESOLVED, that CDA Board authorizes the Accounting Department to increase the prior budget in the amount of \$16,749.00 to cover work already completed and set a budget in the amount of \$127,549.00 for this new phase of the project and payment to HDR; and

BE IT FURTHER RESOLVED, that the CDA Board hereby authorizes the CDA to secure a Town of Riverhead Purchase Order in the amount listed above; and

BE IT FURTHER RESOLVED, that the Town Board does hereby authorize the Town Supervisor to enter into and execute an amended Consultant/Professional Services Agreement with HDR subject to negotiation of the terms a professional service agreements addressing the work outlined herein with the office of the Town Attorney but not to exceed \$144,298.00; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to the HDR, Inc., Attn: Brian Dolan, 500 7th Avenue, New York, NY 10018-4502, and

AND BE IT RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**SUMMARY OF REQUIRED ADDITIONAL SERVICES FOR
LOGISTICS/FEASIBILITY AND CONCEPT DESIGN
IN ADDITION TO THE INITIAL BUDGET OF \$95,000**

Objective:

To prepare additional information for the Town of Riverhead in order to expedite the planned railroad rehabilitation program to completion.

HDR Activities:

TASK A: Concept Design for Warning Devices at River Road (Passive Devices)

Scope:

Develop necessary plans and contract specifications so that passive warning devices can be installed on River Road. Some of the elements to be developed for this task are as follows:

- Perform site visit to River Road with HDR Engineering personnel
- Develop specific site plan for River Road for inclusion into contract bid package for approved passive devices
- Develop specifications for inclusion into contract bid package for approved passive devices
- Make necessary alterations to the bid sheets in the contract package to reflect approved passive devices
- Make necessary alterations to the ENGINEER'S ESTIMATE to reflect approved passive devices
- Prepare a 60% and 90% submittal for these approved passive devices and send to the Town of Riverhead and NYSDOT for their comment, review and approval

Deliverables:

- 60% and 90% contract packages for review by the Town of Riverhead and NYSDOT
- Inclusion of 100% design package into contract documents for the Town of Riverhead

TASK B: Develop LIRR Third Party Agreement

Scope:

Assist the Town of Riverhead to develop a third party force account agreement for the installation of the turnout to the Calverton Industrial Park Rail Spur. Some of the elements to be developed for this task are as follows:

- Meet with LIRR and determine agreement requirements
- Develop specification for survey on LIRR property
- Develop plan and profile of LIRR turnout
- Support Town of Riverhead in development of third party agreement with LIRR for turnout installation
- Prepare a 60% and 90% submittal for the installation of turnout on LIRR property and send to the Town of Riverhead, LIRR and NYSDOT for their comment, review and approval
- Review proposed LIRR force account agreement with the Town of Riverhead and NYSDOT and provide comments to the LIRR

**SUMMARY OF REQUIRED ADDITIONAL SERVICES FOR
LOGISTICS/FEASIBILITY AND CONCEPT DESIGN
IN ADDITION TO THE INITIAL BUDGET OF \$95,000**

- Incorporate plans developed into Riverhead contract package as required

Deliverables:

- 60% and 90% contract packages for review by the Town of Riverhead, LIRR and NYSDOT
- Inclusion of 100% design package into contract documents for the Town of Riverhead and NYSDOT as required

TASK C: Develop NY&A Third Party Agreement

Scope:

Assist the Town of Riverhead to develop a third party agreement for the restoration of freight service to the Calverton Industrial Park Rail Spur. Some of the elements to be developed for this task are as follows:

- Meet with NY&A and determine agreement requirements
- Support Town of Riverhead in development of third party agreement with NY&A

Deliverables:

- Provide draft agreement for the Town of Riverhead to finalize and execute with the NY&A

**ECONOMIC RECOVERY PROJECTS
MUNICIPAL/SPONSOR RESOLUTION**
RESOLUTION NUMBER: 18

WHEREAS, The NYS DOT Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation (Pin #093561) Economic Recovery Project(s) (hereinafter the "the Projects") in the Town of Riverhead, in Suffolk County, (hereinafter "the Municipality/Sponsor") is (are) eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds.

NOW, THERFORE, the Municipal/Sponsor Board duly convened does hereby:

RESOLVE, that the Municipal/Sponsor Board hereby approves the above Projects; and it is hereby further

RESOLVED, that the Municipality/Sponsor agrees to advance the Projects through: (Check only one of the following boxes):

1) The Municipality/Sponsor's resources and agrees that the Municipal/Sponsor Board hereby authorizes the Municipality/Sponsor to pay in the first instance the full federal and non-federal costs of any and all phase(s) or portions thereof and it is further hereby appropriates from capital fund [or pursuant to N/A] the funds necessary to complete the Project(s) including all phase(s) or portions thereof

-OR-

2) NYSDOT resources and agrees that the Municipal/Sponsor Board hereby authorizes the Municipality/Sponsor to pay in the first instance the full non-federal costs of any and all phase(s) or portions thereof and hereby appropriates from _____ [or pursuant to _____] the funds necessary to complete the Project(s) including all phase(s) or portions thereof; and it is further

RESOLVED, that the Municipal/Sponsor Board makes a 100% commitment of the federal and non-federal share (if any) of the costs of Construction/Construction Inspection phase(s) of work for the Project(s) or portions thereof, with the federal share of such costs to be applied by the New York State Department of Transportation (hereinafter "NYSDOT") pursuant to the State/Local Agreement and it is hereby further

RESOLVED, that the sum of \$4,800,731 is hereby appropriated from the capital fund and make available to cover the cost of participation in the above phases(s) of the Project(s); and hereby appropriates from this capital fund [or pursuant to _____] the funds necessary to complete the Project(s) including all phase(s) or portions thereof it is further

RESOLVED, that upon completion of construction of the Projects, or a fully usable portion thereof, the Municipality/Sponsor agrees to maintain the Project(s), or fully usable portion thereof, at their sole cost and expense; and it is hereby further

RESOLVED, that in the event the full federal and non-federal share of the Projects exceeds the amount appropriated above, the Municipal/Sponsor Board shall convene as soon as possible to appropriate said excess amount immediately; and it is hereby further

RESOLVED, that the Chairman of the Town of Riverhead Community Development Agency is hereby authorized to execute all necessary Agreements or certifications on behalf of the Municipality/Sponsor, (subject to the Municipal/Sponsor Attorney's approval as to form and content), with NYSDOT in connection with the advancement or approval of the Projects identified in the State/Local Agreement; and providing for the administration of the Projects and the municipality/sponsor's first instance funding of the federal and non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this Resolution be filed with the New York State Commissioner of the Department of Transportation by attaching it to any necessary Agreement in connection with the Project(s); and it is further

RESOLVED, that this Resolution shall take effect immediately.

(Name & Title Phil Cardinale, Chairman) moved the adoption of the resolution. Seconded by (Name & Title _____). Upon roll call, adopted.

Clerk of the Town of Riverhead, Diane Wilhelm, County of Suffolk

I, hereby certify that I have compared the foregoing copy of a resolution with the original duly adopted by the above mentioned Municipality/Sponsor at a session held on the 1st day of December 2009 and that the same is a true copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the said _____, this _____ day of (Choose One), (Choose One).

_____ Clerk

Gabrielson ✓ THE VOTE
~~Buckley~~ ✓ yes ___ no Wooten ✓ yes ___ no
Dunleavy ✓ yes ___ no Blass ✓ yes ___ no
Cardinale ✓ yes ___ no
THE RESOLUTION ✓ WAS ___ WAS NOT
THEREFORE DULY ADOPTED

December 1, 2009

ADOPTED

TOWN OF RIVERHEAD

CDA RESOLUTION # 19

A RESOLUTION AMENDING CDA RESOLUTIONS #9, # 17, AND # 27 OF 2008
AND CDA RESOLUTION #13 OF 2009.

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS the Community Development Agency (the "Agency") adopted Resolution #9 of 2008 determining Vintage Square Properties, L.L.C. to be a Qualified and Eligible Sponsor, which resolution was to expire and be of no force and effect unless an Agreement of Sale was fully executed by June 15, 2008; and

WHEREAS the Agency adopted Resolutions # 17 and # 27 of 2008 and # 13 of 2009 granting Vintage Square Properties, L.L.C.'s requests further extensions of time for an Agreement of Sale to be fully executed, with the last extension scheduled to end on December 15, 2009; and

WHEREAS, Vintage Square Properties, L.L.C. has requested an additional extension of the deadline of the time for an Agreement of Sale to be fully executed.

NOW, THEREFORE BE IT RESOLVED, by the Members of the Agency, as follows:

1. Paragraph 3 of CDA Resolution #9 of 2008 is hereby amended to provide that the designation of Vintage Square Properties, L.L.C. as a Qualified and Eligible Sponsor will expire and be of no force and effect unless an Agreement of Sale is fully executed on or before June 15, 2010.

2. In the event substantive changes are made to the draft Agreement of Sale on file with the Town Clerk, a new hearing to determine whether Vintage Square Properties, L.L.C. is a Qualified and Eligible Sponsor the project, as amended, will be required.

3. RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THIS RESOLUTION HAS BEEN PREPARED BY FRANK A. ISLER, SPECIAL COUNSEL.

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY
Resolution # 20

AUTHORIZES ACCEPTANCE OF EMPIRE STATE DEVELOPMENT DOWNSTATE
REGIONAL BLUEPRINT GRANT FOR CALVERTON RAIL ACCESS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, the Empire State Development Corporation (ESD) announced the availability of \$35 million through the Downstate Regional Blueprint Fund to support projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at the Calverton Enterprise Park, the CDA Board seeks to solicit funds to support the Town of Riverhead Calverton Rail Access Rehabilitation Project to and from the Calverton Enterprise Park; and

WHEREAS, the Town of Riverhead CDA submitted an application for funding to ESD for the Town of Riverhead Calverton Rail Access Rehabilitation Project for consideration; and

WHEREAS, the funding associated with the Downstate Regional Blueprint Fund is limited to 20% of project cost and is through a reimbursement program, not a grant program, thus the Town of Riverhead CDA will pay project costs first then request reimbursement of eligible costs from ESD; and

THEREFORE, BE IT RESOLVED, the CDA Board authorizes the acceptance of a Downstate Regional Blueprint Fund Project Award from ESD in the amount of \$650,000 towards the Calverton Rail Access Rehabilitation Project; and

BE IT FURTHER RESOLVED, that the CDA Board Authorizes the Chairman to execute the required agreements and documents subject to review and approval by the Town Attorney between ESD and the Town of Riverhead CDA to undertake the program as approved; and

BE IT FURTHER RESOLVED, that the Riverhead CDA Board authorizes and instructs the Accounting Department to set up a budget and issue purchase orders for the above mentioned grant; and

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1079

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

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Carus Phosphates, Inc., d/b/a/ CalciQuest, Inc., was awarded the bid for Corrosion Control Chemical by Resolution #491 adopted June 3, 2008, for a six-month period; and

WHEREAS, said bid document allows for the contract to be extended; and

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

WHEREAS, the above-named vendor agreed to extend the contract until June 3, 2010, at the original bid amount of \$9.348 per gallon for corrosion control chemical; and

WHEREAS, the Town Board has reviewed said request,

NOW, THEREFORE, BE IT

RESOLVED, that the bid contract for Corrosion Control Chemical be and is hereby extended to June 3, 2010; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Carus Phosphates, Inc., d/b/a CalciQuest, Inc., 181 Woodlawn Avenue, Belmont, NC, 28012; and be it further

RESOLVED, that all Town Hall departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Town Clerk's Office.

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Gabrielsen Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1080

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "ZONING" (§108-56. Signs. E. (7)(c) Temporary special event signs.)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 of the Riverhead Town Code entitled, "Zoning" (§108-56 Signs) once in the December 10, 2009 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 29th day of December, 2009 at 2:05 o'clock p.m. to consider a local law to amend Chapter 108 of the Riverhead Town Code entitled "Zoning" (§108-56. Signs. E. (7)(c) Temporary special event signs.) as follows:

Chapter 108
ZONING
ARTICLE XIII
SUPPLEMENTARY USE REGULATIONS

§108-56. Signs.

- (7) Temporary Special Event Signs. One temporary special event sign may be permitted at the location of the special event and no more than two additional temporary special event signs may be permitted at locations other than the event site and shall be posted no more than fourteen days prior to the event, provided that such sign:
- (a) Conditions:
- [1] Shall not be erected prior to the approval of the special event permit by the Town Board pursuant to Chapter 90:
 - [2] Shall be constructed of light material such as cloth, canvas, fabric, plywood or designed such that the sign is not required to be affixed to real property and readily removable.
 - [3] Shall not exceed 50 square feet in area.
 - [4] Shall not be posted more than fifteen feet above the average level of the ground surrounding the sign.
 - [5] Shall not be placed within a public right-of-way or create a potential danger to vehicular traffic.
 - [6] May be double-sided.
 - [7] Shall have received a sign permit application.
- (b) If more than one special event sign is desired, approval must first be received from the Town Board. Approval of multiple temporary special event signs may be made as part of the special event permit application. All approved temporary special event signs must comply with the provisions of § E(7)(a)[1] through [7] above.
- ~~(e) Shall be removed following conclusion of the 90 day approval period.~~
- Underscore represents deletion(s)

Dated: Riverhead, New York
December 1, 2009

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

DIANE M. WILHELM, Town Clerk

December 1, 2009

Tabled

TOWN OF RIVERHEAD

Resolution # 1081

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 52 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED "BUILDING CONSTRUCTION"
(Section 52-6 "Application for building permit")

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the December 10, 2009 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 52 entitled "Building Construction", Article I entitled "Administration and Enforcement", §52-6 entitled "Application for building permit" of the Riverhead Town Code, to be posted on the sign board of the Town; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at 200 Howell Avenue, Riverhead, New York, on the 29th day of December, 2009 at 2:10 o'clock p.m. to consider a local law amending Chapter 52 entitled "Building Construction", Article I entitled "Administration and Enforcement", §52-6 entitled "Application for building permit", of the Riverhead Town Code as follows:

CHAPTER 52
BUILDING CONSTRUCTION
ARTICLE I
Administration and Enforcement

§ 52-6. Application for building permit.

- A. No person, firm or corporation shall commence the erection, construction, enlargement, alteration, removal, improvements, demolition, conversion or change in the nature of the occupancy of any building or structure, or cause the same to be done, without first obtaining a building permit, separate and distinct from that required by the Zoning Ordinance, from the Building Inspector for each such building or structure, except that no building permit shall be required for the installation of fences which are not part of an enclosure to a swimming pool; installation of window awnings supported by an exterior wall of a one or two family dwelling; installation of swings and other playground equipment associated with a one or two family dwelling; installation of one story detached structures associated with one or two family dwellings which are used for tools and storage sheds, playhouses or similar type uses provided the gross floor area does not exceed 100 square feet. A person, firm or corporation may obtain a waiver for building permit for construction, change, replacement or alteration to an existing building or structure which do not materially affect the structural elements and provided that the changes or alterations do not involve changes to a load bearing element or otherwise materially affect structural components, removal of or changes to any means of egress, or enlargement, change or replacement of any building system or portion thereof, including plumbing, heating/ventilation or fire protection systems. performance of ordinary repairs which are not structural in nature and which do not exceed \$3,000 in total value. An application for a building permit is not required where there is no change in the perimeter of an existing structure which is being repaired, improved or remodeled at a value not exceeding \$3,000 nor for such kinds, types and methods of repairs, improvements and alterations as the Town Board shall specify, from time to time, in regulations adopted by said Board, by resolution, applicable to this chapter. The Building Inspector may waive the requirement for a building permit only in

~~reference to those nonstructural ordinary repairs which exceed the sum of \$3,000.~~

- Underline represents addition(s)
- Strikethrough represents deletion(s)

Dated: Riverhead, New York
December 1, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

12/1/2009

Adopted

TOWN OF RIVERHEAD

Resolution #1082

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 98 ENTITLED "LITTERING" OF THE RIVERHEAD TOWN CODE(\$98-10 Penalties for offenses)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Blass

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the December 10, 2009 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 98 entitled "Littering" of the Riverhead Town Code to be posted on the sign board of the Town; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 15th day of December, 2009 at 7:10 o'clock p.m. to consider a local law amending Chapter 98 entitled "Littering" of the Riverhead Town Code as follows:

**CHAPTER 98
LITTERING**

§ 98-10. Penalties for offenses.

A. Any violation of §§98-3 through 98-6 of this chapter shall be an offense punishable by a fine of no less than \$50 and not to exceed ~~\$350~~ 1,000 or imprisonment for a period not to exceed 15 days for each such offense, or by both such fine and imprisonment.

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

Dated: Riverhead, New York
December 1, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

12/1/2009

Adopted

TOWN OF RIVERHEAD

Resolution # 1083

AUTHORIZES THE SUPERVISOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH COUNTY OF SUFFOLK FOR PILOT PROJECT DATA SHARING OF 2006 BUILDING OUTLINE GIS DATA

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, at significant expense, the County of Suffolk has developed a geographic database file consisting of building outlines in Suffolk County; and

WHEREAS, the Town of Riverhead desires to use the geographic database file in its geographic information system ("GIS") to locate existing building structures for various spatial and economic analysis related to its Emergency Operations Plan; and

WHEREAS, the County of Suffolk desires to cooperate with the Town of Riverhead;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement between the County of Suffolk and the Town of Riverhead; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**Memorandum of Understanding ("MOU")
for
Pilot Project Data Sharing of 2006 Building Outline GIS Data**

This Memorandum of Understanding ("MOU") is made by and between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Information Technology ("Department"), located at North County Complex, Building 50, Veterans Memorial Highway, Hauppauge, New York 11788; and the

Town of Riverhead ("Town"), a municipal corporation of the State of New York, located at 210 Howell Avenue, Riverhead New York.

Whereas, at significant expense, the County has developed a geographic database file consisting of building outlines in Suffolk County; and

Whereas, the Town desires to use the geographic database file in its geographic information system ("GIS") to locate existing building structures for various spatial and economic analysis related to its Emergency Operations Plan; and

Whereas, the County desires to cooperate with the Town;

Now Therefore, for the mutual promises contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Data Sharing and Data Distribution

The County will provide to the Town the following data ("Data") in an ESRI digital shape file on a compact disc (CD):

- a. A polygon feature class (the building outlines).
- b. A nineteen digit tax parcel identification number attribute.
- c. An Object ID attribute.
- d. An "X" coordinate attribute.
- e. A "Y" coordinate attribute

2. Town Use of Data

- a. The County grants to the Town a non-exclusive license to use the Data in its GIS to locate existing building structures for various spatial and economic analyses performed internally by the Town for Town use only for its Emergency Response Plan.

The Town's Emergency Response Plan is a document that coordinates local emergency agencies (e.g. ambulance, fire, police) during emergencies (e.g. hurricane, snowstorms). Geographic Information System (GIS) building footprint data would allow the Town to accurately map addresses to a precise geographic location.

- b. The Town agrees that it will not redistribute the Data to the public.
- c. The Town may update or revise the Data to include improvements to the Data, such as the addition of addresses, zoning codes, historic information, permit numbers, etc. (collectively, the

"Improved Data") for various spatial and economic analyses performed internally by the Town for Town use only.

b. The Town agrees to return Improved Data to the Department. The Town will work directly with the Department to determine the GIS data improvement standards before beginning such work. The Improved Data returned to the Department shall include corrected (if any) addresses to the Building Footprints, as well as the segmenting of large building footprints that do not illustrate multiple tenant structures.

3. The Town shall make available to the County such Improved Data at least twice during the term of this MOU, at no cost to the County.
4. The Town shall not redistribute the Improved Data for purposes beyond the scope of this MOU. The Town shall advise the Suffolk County Department of Information Technology's GIS Division as to any inquiries to the Town for copies of the Data or Improved Data. Should the Town and the County agree that the Improved Data be licensed to the public for a fee, the amount of the fee and the allocation of such fee to the County and the Town shall be mutually agreed to by the Town and the County. The Town shall immediately notify the County of any revenue the Town receives as a direct result of the use of the Improved Data.

5. **Severability**

It is expressly agreed that if any term or provision of this MOU, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this MOU, 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 this MOU shall be valid and shall be enforced to the fullest extent permitted by law.

6. **Merger; No Oral Changes**

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

7. **Section Titles**

The section titles in this MOU are for convenience only and have no legal or contractual effect.

8. **Governing Law**

This MOU shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County; New York or the United States District Court for the Eastern District of New York.

9. **Term of MOU**

The term of this MOU shall commence on December 1, 2009 and shall continue through December 31, 2011. This MOU may be terminated at the option of the Town or the County at any time. This MOU may also be extended by mutual consent of the Town and the County, by amendment to this MOU.

10. Notices and Contact Persons

- a. Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this MOU shall be in writing and shall be given to the County or the Town or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the County:

**By Regular or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or by Fax or by Email**

Suffolk County Department of Information Technology
725 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788

Att. James Daly, GIS Coordinator
Tel 631 853 - 6045

For the Town:

**By Regular Mail or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or by Fax or by Email**

Town of Riverhead
Geographic Information Systems Supervisor
200 Howell Avenue
Riverhead, New York 11901

Att. Robert J Hubbs
Tel: 631 727 - 3200 ext. 628

- b. Any communication or notice regarding litigation shall be in writing and shall be given to the County or the Town or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the County:

**By Regular and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

Suffolk County Department of Information Technology
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
Att. Commissioner

and

Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
Att. Christine Malafi, County Attorney

For the Town:

**By Regular and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

Town of Riverhead
210 Howell Avenue
Riverhead, New York 11901
Att. Town Supervisor

and

Riverhead Town Attorney's Office
210 Howell Avenue
Riverhead, New York 11901
Att. Daniel P. McCormick, Deputy Town Attorney

In the event the Town receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third part defendant) to a lawsuit or any legal proceeding related to this MOU, the Town shall immediately forward to the County Attorney, at the addresses set forth above, copies of all papers filed by or against the Town.

In the event the County receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third part defendant) to a lawsuit or any legal proceeding related to this MOU, the County shall immediately forward to the Deputy Town Attorney, at the addresses set forth above, copies of all papers filed by or against the County.

In the event that the Town is requested or required by law, regulation or legal process to disclose the Data or Improved Data, the Town shall immediately notify the County Attorney in writing so that the County may seek a protective order or other appropriate remedy and/or waive its right to seek such relief. In the event a FOIL request has been made to the Town, the Town shall notify both the Department's FOIL Officer and the Law Department's FOIL Officer via telephone and e-mail or fax. The County agrees to respond to the Town within three business days as to its determination.

- c. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
- d. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

12. No Intended Third Party Beneficiaries

This MOU is entered into solely for the benefit of County and the Town. No third party shall be deemed a beneficiary of this MOU, and no third party shall have the right to make any claim or assert any right under this MOU.

13. Limitation of Liability

The County makes no warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The Data was developed for governmental use by the County. The County makes no representations as to the accuracy, completeness, reliability, usability, or suitability for any purpose of the data or information contained or furnished in connection herewith and the County shall be under no liability whatsoever for any use made thereof.

The County shall not be liable for indirect, special, incidental, or consequential damages related to the Town's use of the Data.

14. Entire Agreement

This MOU expresses the final agreement and understanding between the parties regarding the subject matter hereof. Any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect.

In Witness Whereof, the parties have caused this MOU to be executed as of the date signed by the last party as indicated below:

Town of Riverhead

By: _____
Name:
Town Supervisor

Date: _____

Approved as to Legality:
Christine Malafi,
Suffolk County Attorney

By: _____
Cynthia Kay Parry
Assistant County Attorney

Date: _____

County of Suffolk

By: _____
Name:
Deputy County Executive

Date: _____

Approved: Department of
Information Technology

By: _____
Gary Quinn
Commissioner

Date: _____

Recommended:

By: _____
Jim Daly, GIS Coordinator

Date: _____

12/1/09

Adopted

**TOWN OF RIVERHEAD
Resolution # 1084**

**ADOPTS A LOCAL LAW AMENDING CHAPTER 58 ENTITLED, "DOGS"
OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 58 entitled, "Dogs" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 17th day of November, 2009 at 7:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard,

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 58 entitled, "Dogs", 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 all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
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 58 entitled "Dogs" of the Riverhead Town Code at its regular meeting held on December 1, 2009. Be it enacted as follows:

Chapter 58
DOGS
ARTICLE I
General Regulations

§ 58-1. Definitions.

As used in this article, the following terms shall mean:

COMPANION ANIMAL OR PET -- any dog or cat, and shall also mean any other domesticated animal normally maintained in or near the household of the owner or person who cares for such other domesticated animal.

§58-7. Confinement of companion animals in vehicles: extreme temperatures.

- A. A person shall not confine a companion animal in a motor vehicle in extreme heat or cold without proper ventilation or other protection from such extreme temperatures where such confinement places the companion animal in imminent danger of death or serious physical injury due to exposure to such extreme heat or cold.
- B. Where the operator of such a vehicle cannot be promptly located, a police officer, peace officer, or peace officer acting as an agent of a duly incorporated humane society may take necessary steps to remove the animal or animals from the vehicle.
- C. Police officers, peace officers or peace officers acting as agents of a duly incorporated humane society removing an animal or animals from a vehicle pursuant to this section, shall place a written notice on or in the vehicle, bearing the name of the officer or agent, and the department or agency and address where the animal or animals will be taken.
- D. An animal or animals removed from a vehicle pursuant to this section shall, after receipt of any necessary emergency veterinary treatment, be delivered to the Town of Riverhead Animal Shelter. The Town shall be entitled to recover from the owner any veterinary expense incurred as a result of the violation.

- E. Any person who knowingly violates the provisions of subdivision one of this section shall be guilty of a violation, punishable by a fine of not less than fifty dollars nor more than one hundred dollars for a first offense, and a fine of not less than one hundred dollars nor more than two hundred and fifty dollars for a second and subsequent offenses.
- F. Officers shall not be held criminally or civilly liable for actions taken reasonably and in good faith in carrying out the provisions of this section.

~~58-7~~ 8. Notice to secure dog licenses.

The Town Clerk of the Town of Riverhead shall cause notice to be given to the owners of dogs within the Town of Riverhead when the annual dog licenses must be secured.

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

Dated: Riverhead, New York
December 1, 2009

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

DIANE M. WILHELM, Town Clerk

12/1/09

Adopted

TOWN OF RIVERHEAD

Resolution # 1085

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (§101-10. – Parking prohibited.)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 17th day of November, 2009 at 7:15 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 101 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 all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
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 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on December 1, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

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

§ 101-10. Parking prohibited.

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

Name of Street	Side	Location
<u>Ravine Road</u>	<u>West</u>	<u>From its intersection with North Wading River Road in a northerly direction to its terminus</u>
<u>Ostrander Avenue</u>	<u>West</u>	<u>From its intersection with the north side of East Main Street in a northerly direction to its intersection with East Second Street</u>

- Underline represents addition(s)

Dated: Riverhead, New York
December 1, 2009

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 1086

APPOINTS A CALL-IN RECREATION AIDE- VOLLEYBALL OFFICIAL TO THE RECREATION DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, A Call-In Recreation Aide-Volleyball Official is needed by the Riverhead Town Recreation Department for the Adult Volleyball Program,

NOW THEREFORE BE IT RESOLVED, that effective December 2, 2009, this Town Board hereby appoints Daniel Dunn to the position of Call-In Recreation Aide- Volleyball Official to be paid the rate of \$9.00 per game to the Recreation Department and be it further

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Gabrielsen Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

12/29/09 UNTABLED then ADOPTED

TOWN OF RIVERHEAD

Resolution # 1087

CEDAR COVE SUBDIVISION BUDGET ADJUSTMENT

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

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

		<u>FROM</u>	<u>TO</u>
406.092705.421050.30091	Developer Fees	57,000	
406.083200.523002.30091	Water Mains/Laterals		38,000
406.083200.543501.30091	Engineering		9,900
406.083200.549001.30091	Administration Fees		2,700
406.083200.524451.30091	Meter & AMR Fees		3,150
406.083200.547900.30091	Contingencies		3,250

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Gabrielsen Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

12/29/09 Town Board Meeting

Councilwoman Blass offered the resolution #1087 to be untabled

Councilman Wooten seconded the motion

THE VOTE to UNTABLE:

Gabrielsen,yes

Wooten,yes

Blass, yes

Cardinale, yes

The resolution is UNTABLED

Councilwoman Blass offered the resolution to be adopted

Councilman Wooten seconded the motion

THE VOTE to UNTABLE:

Gabrielsen,yes

Wooten,yes

Blass,yes

Cardinale,yes

The resolution is ADOPTED

TOWN OF RIVERHEAD

Resolution # 1088

AUTHORIZATION TO DISCARD FIXED ASSETS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the indicated broken equipment has been salvaged for parts and is no longer usable; and

WHEREAS, after careful consideration the Information and Technologies department has made recommendation to the Accounting Department that this equipment has no residual value and should be discarded. The Accounting Department hereby requests that the Town Board excess this property so that it may be removed from the records; and

WHEREAS, unless the Sanitation Supervisor determines the item can be disposed of through the STOP Program,

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

<u>Tag #</u>	<u>Description</u>	<u>Tag #</u>	<u>Description</u>
28099	Fluke Meter	25570	Fax Machine

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Gabrielsen Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1089

AWARDS BID FOR HEATING FUEL

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

WHEREAS, 1 bid was received and opened at 11:00 am on November 24, 2009 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 HEATING FUEL be and hereby is, awarded to BURT'S RELIABLE INC. for PLUS 14.5 per gallon over Northville tank car reseller price; and be it further

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Gabrielsen Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1090

CALVERTON PARK RECREATIONAL TRAILS BUDGET ADOPTION

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Blass

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

		<u>FROM</u>	<u>TO</u>
406.071100.492500.44009	NYS Aid	100,000	
406.071100.523041.44009	Construction		100,000

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

THE VOTE

Wooten Yes No Dunleavy Yes No
 Blass Yes No Gabrielsen Yes No
 Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1091

CALVERTON PARK RECREATIONAL TRAILS BUDGET ADOPTION

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

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

		<u>FROM</u>	<u>TO</u>
406.071100.492500.44009	NYS Aid	200,000	
406.071100.523041.44009	Trail Construction		200,000

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

THE VOTE

Wooten Yes No Dunleavy Yes No
 Blass Yes No Gabrielsen Yes No
 Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #1092

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED
"ZONING" OF THE RIVERHEAD TOWN CODE
(ARTILE XXVI Site Plan Review)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, a public hearing was held on the 17th day of November, 2009 at 7:20 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
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 108 entitled "Zoning" of the Riverhead Town Code at its regular meeting held on December 1, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**CHAPTER 108
ZONING
ARTICLE XXVI
Site Plan Review**

§ 108-131. Application procedure; fees.

B. Formal application.

(3) For each application for site plan approval submitted to the Planning Department under the provisions of this chapter, the review fee for site plan shall be \$500, plus \$0.10 per square foot of site improvements and/or altered area. ~~The fee to review an application to amend a previously approved site plan shall be \$500, and the fee for amendment to a previously approved site plan shall be \$500, plus \$0.10 per square foot of additional site improvements and/or altered area.~~ In no instance shall a site plan review exceed \$30,000. The fee to review an application to amend a site plan prior to site plan approval and issuance of a building permit shall be \$500. Review fees shall be paid in full at the time of application. An application for site plan review will not be deemed complete until all fees are paid.

- Underline represents addition(s)
- Strikethrough represents deletion(s)

Dated: Riverhead, New York
December 1, 2009

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

DIANE M. WILHELM, Town Clerk

12/1/2009

Adopted

TOWN OF RIVERHEAD

Resolution # 1093

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
WITH KENNETH DEMCHAK TO SATISFY AN OUTSTANDING PAYMENT
REGARDING A PARKING LOT LEASE AGREEMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead executed a lease agreement with Kenneth Demchak to lease parking lot space in property adjacent to the Riverhead Town Hall designated as Suffolk County Tax Map No. 0600-127-5-p/o 25.1 in or about 1990; and

WHEREAS, the lease agreement was automatically renewed unless written notice of the Town's desire to terminate the lease agreement was given to Kenneth Demchak; and

WHEREAS, the Town of Riverhead proffered payment consistent with the terms of the lease agreement from inception through calendar year 2006; and

WHEREAS, the Town of Riverhead proffered written notice to Kenneth Demchak terminating the subject lease agreement on May 16, 2007; and

WHEREAS, the Town of Riverhead owes Kenneth Demchak payment regarding the terms of the lease agreement regarding use of the parking lot from January 1, 2007 to May 16, 2007 (the date the Town provided written notice of its intention to terminate the lease); and

WHEREAS, the Town of Riverhead and Kenneth Demchak agree that the Town of Riverhead owes Kenneth Demchak the pro-rated sum of \$2,794.52 pursuant to the terms of the lease agreement for use of the parking lot from January 1, 2007 to May 16, 2007; and

WHEREAS, Kenneth Demchak has agreed to accept \$2,794.52 representing a pro-rated sum in full satisfaction of the outstanding monies pursuant to the terms of the lease agreement and has agreed to execute a settlement and release regarding same;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute a Settlement and Release Agreement with Kenneth Demchak regarding property designated as 0600-127-p/o 25.1 in the amount of \$2,794.52 as specified above; and be it further

RESOLVED, that the Riverhead Town Accounting Department is directed to convey payment in the amount of \$2,794.52 made payable to Kenneth Demchak which is conditioned upon receipt of a fully executed settlement and release agreement prior to conveyance of the payment of \$2,794.52 as well as execution and receipt of an official Riverhead Town Claim Voucher for said amount; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Kenneth Demchak c/o Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, PO Box 779 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 E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

SETTLEMENT AND RELEASE

THIS SETTLEMENT AND RELEASE is hereby entered into as of this day of December, 2009 by and between the TOWN OF RIVERHEAD, located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter the "Town") and KENNETH DEMCHAK, 49 Cove Street, Aquebogue, New York 11931 (hereinafter "Demchak").

WHEREAS, by agreement dated April 20, 1990, the Town leased parking lot slots from Demchak at property located at 802 East Main Street, Riverhead, NY, Tax Map No. 0600-127-5-p/o 25.1, for a term of 3 years; and

WHEREAS, the lease agreement was automatically renewed unless written notice to terminate said lease was proffered by either party; and

WHEREAS, the Town conveyed payment consistent with the terms of the lease agreement from inception through calendar year 2006; and

WHEREAS, the Town conveyed written notice terminating the subject lease agreement on May 16, 2007; and

WHEREAS, the Town and Demchak agree that the Town owes Demchak payment regarding the terms of the lease agreement regarding use of the parking lot slots from January 1, 2007 through May 16, 2007, the date the Town conveyed written notice of its intention to terminate the subject lease agreement; and

WHEREAS, Demchak agrees to accept the pro-rated sum of \$2,794.52 in full satisfaction of the outstanding monies owed pursuant to the terms of the subject lease agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties mutually agree as follows:

1. Demchak agrees to execute this Settlement and Release to accept the pro-rated sum of \$2,794.52 in full satisfaction of the outstanding monies owed pursuant to the terms of the subject lease agreement in a prompt manner and forward same to the attention of Daniel P. McCormick, Deputy Town Attorney, Town of Riverhead, 200 Howell Avenue, Riverhead, New York.
2. Demchak further agrees to complete and forward a Town of Riverhead Official Claim Voucher form in a prompt manner and forward same to the attention of Daniel P. McCormick, Deputy Town Attorney, at the address specified above.

3. Town agrees to convey the sum of \$2,794.52 to Demchak upon receipt of a fully executed settlement and release together with a properly executed Town of Riverhead Official Claim Voucher and/or any other forms required by the Town's Accounting Department.

4. The parties further represent and warrant to one another that the execution of this agreement and delivery and execution of the documents identified herein have been or will be proper and that each has the legal right, power and authority to enter into the agreement and to perform its obligations hereunder.

IN WITNESS WHEREOF, the parties unto have set their hands and seals to this Settlement and Release Agreement as of this day of December, 2009.

TOWN OF RIVERHEAD

By: Phil Cardinale, Town Supervisor

Kenneth Demchak

TOWN OF RIVERHEAD

Resolution # 1094

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Blass

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement authorizing the Town of Riverhead to accept funds from Suffolk County Office for the Aging for the purpose of supplementing the budget of the Town's transportation assistance program; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
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 H. Lee Dennison Building – 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, NY (Mailing address: P.O. Box 6100, Hauppauge, NY 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 Contractor has been designated to receive funds from the County for senior services ("the Services") as set forth in Article VI, entitled "Description of Services," attached.

Term of Agreement: April 1, 2009 through March 31, 2010; with an option for four one-year extensions, to be exercised at the County's discretion, on the same terms and conditions herein.

Service Levels: 5,812 Units of Transportation Service
175 Elderly Served, Unduplicated

Total Cost of Agreement: Shall not exceed \$4,986, as set forth in Article 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: _____
Philip Cardinale Date
Supervisor
Fed. Taxpayer ID #: 11-6001935
Date _____

By: _____
Name:
Deputy County Executive
Date: _____

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

Approved:

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

Recommended:

By: _____
Anna Prencipe Date
Food Service Supervisor

Signature
Approved as to Legality:
Town of Riverhead

By: _____
Dawn Thomas Date
Town Attorney

Christine Malafi, County Attorney



By: _____
Jacqueline Caputi
Assistant County Attorney
Date _____

Law No.
Rev. 8/18/2009
AAA Transportation Program

IFMS No. SCS EXE 0000000 _____
No. 001-6806-4980-95285- _____

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Article I
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 the intended revenues 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 herein forming all rights and obligations of the Contractor and County.

"Contractor" means the signatory corporation, any person, employee, agent, servant, sub-contractor and any successor and 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 Sections 7201 and Section 7203 of the 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 II of the Contract; or
- b. The Contractor's failure to maintain the amount and types of insurance required by the Contract; or
- c. The Contractor's failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or
- d. The Contractor's bankruptcy or insolvency, or falsification of records or reports, or misuse of funds; or
- e. The Contractor's failure to cooperate in an Audit of Financial Statements; or

- f. The Contractor's failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or
- g. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or
- h. Any condition 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.

"Legislature" means the Legislature of the County of Suffolk.

"Management Letter" means a letter, certified as true by the Contractor's certified public account 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 necessary to render the assistance and benefit intended by the Contract.

"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, the Federal, or the State governments or a Municipal Corporation and (i) which are currently in effect or (ii) which have expired within the past 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.

Article II
General Terms and Conditions

1. Contractor Responsibilities

a. Duties and Obligations

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

b. Qualifications, Licenses, and Professional Standards

- i.) The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.
- ii.) The Contractor shall continuously have during the Term of the Contract 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 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 Department, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify him 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 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 Department 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 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, upon an 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 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 Article 4 of the Contract.

d. Duties upon Termination

- i.) The Contractor shall discontinue the Services as directed in the termination notice.
- ii.) The County shall pay the Contractor for the Services rendered through the date of termination.
- iii.) The County shall be 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 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 paragraph 8 of this Article II.

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 any acts or omissions or negligence 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. 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.

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 vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. 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 of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 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 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. In the case of commercial general liability insurance, the Contractor shall furnish 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.

- e. All evidence of insurance shall provide for the County to be notified in writing 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.
- f. 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.
- g. 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 in the Contract, it shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contract and the County, as the case may be.

6. Severability

It is expressly agreed that if any term or provision of the 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 written in 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 moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

9. Non-Discrimination in Services

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:
 - i.) deny any individual the Services provided pursuant to the Contract; or
 - ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
 - iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
 - iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
 - v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive the Services provided pursuant to the Contract.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:
 - i.) the Services to be provided, or
 - ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
 - iii.) the class of individuals to be afforded an opportunity to receive the Services.

10. Nonsectarian Declaration

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

11. Governing Law

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

12. No Waiver

No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

13. Conflicts of Interest

- a. The Contractor shall not, during the Term, engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. It shall be the duty of the Contractor, during the Term, to disclose to the County the existence of any interest adverse to the County, whether existing or potential. The determination as to whether or when a conflict exists, or may potentially exist, shall ultimately be made by the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

Each party signing the Contract shall render diligently to the other party, 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 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 assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 16 as "assignment"), to any other person 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. 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.

18. Certification as to Relationships

The Contractor certifies 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, or any relationship within the third degree of consanguinity, between the Contractor, its partners, members, directors, and shareholders owning five percent or more of the Contractor and the County.

19. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."

- b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services without obtaining prior written approval from the County.

20. Copyrights and Patents

a. Copyrights

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

b. Patents

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

21. 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 Chapter 234, 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.

End of Text for Article II

Article III
Suffolk County Legislative Requirements

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

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

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 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. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- d. 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 466, 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 Chapter 234 of the Suffolk County Code.

The 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 time 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"

"Affidavit of Compliance with the Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 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 IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, 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 143 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 the provision of section 143-5 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 section 590-3 of Article III of Chapter 590 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. Work Experience Participation

If the Contractor is a nonprofit 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 Local Law No. 15-1993 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 nonprofit 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.

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://www.co.suffolk.ny.us>."

End of Text for Article III

Article IV
Notices and Contact Persons

1. Notices Relating to Payments, Reports, Insurance, or Other Submissions

Any communication, notice, claim for payment, report, insurance, or other submission necessary or required to be made regarding the Contract shall be in writing, delivered as follows, and shall be given to the County or the Contractor, as the case may be, or their designated representative at the following addresses or at such other address that may be specified in writing by the parties:

By Personal Delivery and First Class Mail; or First Class and Certified Mail, Return Receipt Requested; or by Nationally Recognized Overnight Courier; or Fax Transmittal; or Email:

County: **Insert Name of Department and Contact Name**
Holly S. Rhodes-Teague
Director, Office for the Aging
100 Veterans Memorial Highway
Hauppauge, New York 11788
Email: aging.office@suffolkcountyny.gov
Fax No. 631 853-8225

and

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788
Email: christine.malafi@suffolkcountyny.gov
Fax No. 631 853-5169

Contractor: **At the address set forth on page one of the Contract, to the attention of the person who executed the Contract or such other designee as the parties may agree in writing.**
Email: doll@riverheadli.com
Fax No.: (631) 722-8761

2. Notices Relating to Termination and/or Litigation

- a. In the event the Contractor receives a notice of claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant, etc.) to any legal action or proceeding related to the Contract, the Contractor shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.

- b. Any communication or notice regarding termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

By Personal Delivery and First Class Mail; First Class and Certified Mail, Return Receipt Requested; or by Nationally Recognized Overnight Courier:

County: **Holly S. Rhodes-Teague, Director, Office for the Aging, and to Christine Malafi, County Attorney, Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, NY 11788**

Contractor: **At the address set forth on page one of the Contract, attention to the person who executed the Contract or such other designee as the parties may agree in writing.**

3. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" means any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

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.

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 with the Contract (for the Services already rendered and expenditures already made) or not more than 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 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 made by the Chairperson, President or other designated member of the Board of Directors of the Contractor. All Suffolk County Payment Vouchers must be signed in ink 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 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. The Contractor shall submit to the County the Budget Modification, proposed revisions for either Budget or the Services. Such request must be made in advance of incurring any expenditure for which the revision is needed.

- ii.) In addition, the parties shall use the Budget Modification to add any additional funding for the Services to be provided hereunder that is either appropriated via Suffolk County Legislative Resolution or by the adopted Suffolk County Budget. The Contractor shall submit to the County a Budget and Description of Services (the Contract at Article VI) for the additional funding.
 - iii.) When the County and the Contractor agree as to such revisions, the Contractor shall execute the Budget Modification. The Contractor shall sign the form and return it to the County for execution.
 - iv.) Upon complete execution of the Budget Modification, the County shall return a copy to the Contractor. The revision shall not be effective until the Budget Modification is completely executed.
 - v.) The Budget Modification may be submitted only twice per calendar year and may only be submitted prior to November 15 of that year.
- e. **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.
- f. **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.

2. Subject to Appropriation of Funds

- a. The Contract is subject to the amount of funds appropriated and any subsequent modifications thereof by the Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated by the 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 Service, 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 14 days.

d. Any Budget Deficiency Plan shall be deemed to be incorporated by reference and made part of the Contract.

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 Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by 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 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. The Contractor's failure to cooperate in any Audit of Financial Statements shall be an Event of Default. 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.

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" (January 1 to December 31) in which the Contractor has received, or will receive, \$300,000 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 is encouraged to solicit requests for proposals from a number of qualified accounting firms and to 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 nonprofit, governmental or profit-making areas, as applicable; and
 - iii.) a satisfactory peer review issued within not more than three 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 non-profit organization or unit of local government and expends \$500,000 or more of Federal monies, whether as a recipient expending awards received directly from Federal awarding agencies, or as a subrecipient expending Federal awards received from a pass-through entity, such as New York State or Suffolk County, during any fiscal year within which it receives funding under the Contract, the audit must be conducted, and the audit report ("Single Audit Report") must be, in accordance with OMB Circular No. A-133 (revised June 27, 2003). Single Audit Reports must also be submitted to the designated clearinghouse, cognizant agency and/or pass-through entity, to the extent required by the OMB Circular referred to above.
- e. The Contractor must submit to the County a statement in writing, certified by its chief financial officer, which states the amount of Federal funding expended by the Contractor during such fiscal year. The Contractor must mail or deliver the certified statement to 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 Department 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 Department or 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 (\$1000.00) 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 all of 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 for the Contractor furniture, fixtures, equipment, materials, or supplies 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 referred to in subparagraph 7(b) above 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 expiration date of the Contract, the Contractor shall submit to the County six (6) copies of the same report updated to the expiration 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, which shall be attached as an exhibit to the Contract. If the Contract is amended during the Term, or if the County exercises its option right, the Contractor shall attach 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 County approval. The Contractor shall, to the County's satisfaction, 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 the state and/or federal government(s). In such event, no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by the state and/or federal government. If late submission of claims precludes the County from claiming state or federal reimbursement, such late claims shall not be honored. 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 Department, 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. The Contractor's failure to submit, or failure to timely submit, such documentation shall be an Event of Default.

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, by check to the order of the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor shall be an Event of Default.

h. Budget

The Contractor expressly represents and agrees that the Budget, to the extent applicable, lists all personnel and/or all other costs of 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 approved, actual Contractor expenditures made for such purposes, and amounts received and that the total amount to be paid by the County shall not exceed the lesser of (i) approved 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 are 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 Costs

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

l. Attendance at Conferences

All conferences that are partially or fully funded by the County that the Contractor's staff wish to attend must be pre-approved, in writing, by the County and must be in compliance with Standard Operating Procedure A-07 and Executive Order No. 4-2004.

m. 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. Salary reimbursement shall not include employees' share of FICA and Medicare contributions.

n. 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.

o. Contractor Vacancies

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

p. No Limitation On Rights

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

End of Article V

Article VI

Description of Services and Specific Payment Terms

Town of Riverhead

April 1, 2009 – March 31, 2010

Description of Services for the AAA Transportation Program

1. Goals of Program

The AAA Transportation Program is to facilitate the availability of transportation to the elderly by providing assistance in meeting the transportation operating expenses related to serving the elderly, as part of the required supportive services of the IIIC Nutrition Program and/or the Supplemental Nutrition Assistance Program or other such programs for the elderly that provide transportation services.

2. General

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

- A. Have, and maintain throughout the term of this Agreement, an existing agreement to provide a service or services for the elderly in Suffolk County.
- B. Have an owned or contract vehicle available for the Services, either through purchase agreement or lease agreement.
- C. To inform each recipient of the service of the opportunity to make a free, willing and anonymous contribution toward the cost of the service. Service may not be denied, however, if a person is unable or unwilling to make a contribution. The Contractor must maintain an audit trail of all incoming contributions and make monthly reports of any contributions received. All contributions must be used to enhance services. All printed materials used for the program must include the sources of funding for the program and must include the following information:

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

D. Confidentiality

- i. 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 Aging.
- ii. In the case of a request by Aging 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 Aging for such information shall be deemed a material breach of this Agreement and shall result in a freeze on all monies due and owing to the Contractor until compliance by the Contractor.

3. Services

The Contractor shall provide the following services:

A. Provision of transportation to congregate settings:

Provision of transportation to congregate settings and sites shall be furnished using licensed drivers and insured and inspected vans and automobiles.

B. Other Transportation Services:

The Contractor may provide transportation on an as needed basis. This may include, but is not limited to, transportation to medical appointments, shopping, activities for socialization and other such activities scheduled as part of the Contractor's transportation program activities.

4. Reporting Requirements

A. Monthly Reports

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

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

B. Electronic Reporting

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

5. Promotions and Advertisements

Any references to transportation services provided under this Agreement must include due recognition to New York State Office for the Aging. The Contractor must include the express acknowledgement as follows:

"This service has been provided with financial assistance, in whole or in part through a grant from the New York State Office for the Aging."

6. Administration

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

Program staff shall attend meetings and training as requested by Aging.

7. Monitoring

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

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

-- END OF TEXT OF EXHIBIT --

Law No.
Rev. 8/18/2009
AAA Transportation Program

IFMS No. SCS EXE 0000000 _____
No. 001-6806-4980-95285- _____

-
- Specific Payment Terms/Budget

Town of Riverhead
AAA Transportation Program
April 1, 2009 - March 31, 2010

<u>PERSONNEL</u>	<u>\$4,986</u>
Drivers	4,986
<u>NET REIMBURSEMENT</u>	<u>\$4,986</u>

Exhibits

- Exhibit Notice of Applicability of Living Wage Law (LW-13)
- Exhibit Verification of Submission of Lawful Hiring of Employees (LHE-3)
- Exhibit Union Organizing Certification/Declaration (DOL-LO1)

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

VERIFICATION OF SUBMISSION OF LAWFUL HIRING OF EMPLOYEES
Suffolk County Code, Chapter 234 (2006)

To Be Completed By the Lawful Hiring of Employees Unit

DATE: June 10, 2009

TO: Theresa Blumenauer, S. C. Office of Aging

FROM: Brenda Rosenberg, Director

TELEPHONE# 631 853-3808

EMPLOYER: Town of Riverhead

VENDOR #: 11-6001935

REF. #: AAA Transportation

You are hereby notified that the submission from Town of Riverhead has been received by the *Lawful Hiring of Employees* Unit of the Suffolk County Department of Labor. We find that this submission is complete and is in compliance with the requirements set forth by the Suffolk County *Lawful Hiring of Employees* Law (Local Law #52-2006),.

LHE-3

(01/07)

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

**NOTICE OF APPLICABILITY
OF LIVING WAGE LAW**

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By The Living Wage Unit

DATE: June 10, 2009

TO: Therese Blumenauer, S.C. Dept. of Human Services, Office of the Aging

FROM: Brenda Rosenberg, Director of Living Wage Compliance Unit

TELEPHONE #: 853-2063

VENDOR #: 11-6001935

REF: AAA Transportation

You are hereby notified that the response from Town of Riverhead has been evaluated by the *Living Wage Unit* of the Suffolk County Department of Labor.

We find:

 X The documents submitted with this contract / proposal are complete and conform to the requirements of the *Living Wage Law* (Local Law #12-2001). The Awarding Agency may proceed with the normal and customary procedure for administering contracts.

 The documents submitted with this contract / proposal are not complete, or do not conform to the requirements of the *Living Wage Law* (Local Law #12-2001).

Employers who fail to submit documents or information required to demonstrate compliance with the Law shall be deemed non-responsive and subject to disqualification.

If the employer is presently under contract, the contractor shall be deemed non-compliant and the appeals process shall be made available to said employer (Chapter 347-5 A & B).

Certification Regarding Lobbying

For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative agreement.
- (2) If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

By:

Signature of Official Authorized
To Sign Application

Date: 6-3-09

For:

Town of Riverhead

Name of Grantee

SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT
UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

Section I



Check if
Applicable

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (Chapter 466-3 H)

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing. (Chapter 466-3E)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3 I)

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by preresolution labor disputes through the adoption of nonconfrontational procedures for the resolution of preresolution labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

Section II



Check if
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s): _____

Section III

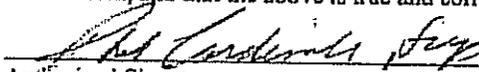
Contractor Name: Town of Riverhead Federal Employer ID#: 11-6001935
Contractor Address: 200 Howell Ave Amount of Assistance: _____
Riverhead, NY 11901 Vendor #: _____
Contractor Phone #: 631-727-3200
Description of project or service: AAA Transportation Program

Section IV

In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.


Authorized Signature

10-3-09
Date

Phil. Cardinale, Supervisor
Print Name and Title of Authorized Representative

STATEMENT OF OTHER CONTRACTS

CONTRACTOR NAME **TOWN OF RIVERHEAD**
ADDRESS **200 Howell Avenue Riverhead, New York 11901**
CONTACT **Judy Doll** **PHONE NUMBER** **631 722-4444**

PROGRAM	AGREEMENT NUMBER	*CONTRACT WITH	TERM OF AGREEMENT	AMOUNT
SNAP		SCOFA	4/1/09 - 3/31/10	228,168
EISEP		SCOFA	4/1/09 - 3/31/10	Fee for Service
Residential Repair		SCOFA	1/01/09 - 12/31/09	27,701

*Indicate (a) type of organization - County, State, Federal or Other and (b) name of Department, Agency or Organization

**ECONOMIC RECOVERY PROJECTS
MUNICIPAL/SPONSOR RESOLUTION**
RESOLUTION NUMBER: 1095

ADOPTED

WHEREAS, The NYS DOT Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation (Pin #093561) Economic Recovery Project(s) (hereinafter the "the Projects") in the Town of Riverhead, in Suffolk County, (hereinafter "the Municipality/Sponsor") is (are) eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds.

NOW, THEREFORE, the Municipal/Sponsor Board duly convened does hereby:

RESOLVE, that the Municipal/Sponsor Board hereby approves the above Projects; and it is hereby further

RESOLVED, that the Municipality/Sponsor agrees to advance the Projects through: (Check only one of the following boxes):

1) The Municipality/Sponsor's resources and agrees that the Municipal/Sponsor Board hereby authorizes the Municipality/Sponsor to pay in the first instance the full federal and non-federal costs of any and all phase(s) or portions thereof and it is further hereby appropriates from capital fund [or pursuant to N/A] the funds necessary to complete the Project(s) including all phase(s) or portions thereof

-OR-

2) NYSDOT resources and agrees that the Municipal/Sponsor Board hereby authorizes the Municipality/Sponsor to pay in the first instance the full non-federal costs of any and all phase(s) or portions thereof and hereby appropriates from _____ [or pursuant to _____] the funds necessary to complete the Project(s) including all phase(s) or portions thereof; and it is further

RESOLVED, that the Municipal/Sponsor Board makes a 100% commitment of the federal and non-federal share (if any) of the costs of Construction/Construction Inspection phase(s) of work for the Project(s) or portions thereof, with the federal share of such costs to be applied by the New York State Department of Transportation (hereinafter "NYSDOT") pursuant to the State/Local Agreement and it is hereby further

RESOLVED, that the sum of \$4,800,731 is hereby appropriated from the capital fund and make available to cover the cost of participation in the above phases(s) of the Project(s); and hereby appropriates from this capital fund [or pursuant to _____] the funds necessary to complete the Project(s) including all phase(s) or portions thereof it is further

RESOLVED, that upon completion of construction of the Projects, or a fully usable portion thereof, the Municipality/Sponsor agrees to maintain the Project(s), or fully usable portion thereof, at their sole cost and expense; and it is hereby further

RESOLVED, that in the event the full federal and non-federal share of the Projects exceeds the amount appropriated above, the Municipal/Sponsor Board shall convene as soon as possible to appropriate said excess amount immediately; and it is hereby further

RESOLVED, that the Supervisor of the Town of Riverhead is hereby authorized to execute all necessary Agreements or certifications on behalf of the Municipality/Sponsor, (subject to the Municipal/Sponsor Attorney's approval as to form and content), with NYSDOT in connection with the advancement or approval of the Projects identified in the State/Local Agreement; and providing for the administration of the Projects and the municipality/sponsor's first instance funding of the federal and non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this Resolution be filed with the New York State Commissioner of the Department of Transportation by attaching it to any necessary Agreement in connection with the Project(s); and it is further

RESOLVED, that this Resolution shall take effect immediately.

(Name & Title Phil Cardinale, Town Supervisor) moved the adoption of the resolution. Seconded by (Name & Title _____). Upon roll call, adopted.

Clerk of the Town of Riverhead, Diane Wilhelm, County of Suffolk

I, hereby certify that I have compared the foregoing copy of a resolution with the original duly adopted by the above mentioned Municipality/Sponsor at a session held on the 1st day of December 2009 and that the same is a true copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the said _____, this _____ day of (Choose One), (Choose One).

_____ Clerk

Gabrielsen THE VOTE
 Buckley ✓ yes ___ no Wooten ✓ yes ___ no
 Dunleavy ✓ yes ___ no Blass ✓ yes ___ no
 Cardinale ✓ yes ___ no
 THE RESOLUTION ✓ WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Resolution # 1096

TRANSFERS A MAINTENANCE MECHANIC II FROM THE BUILDING AND
GROUNDS DIVISION OF THE ENGINEERING DEPARTMENT TO THE POSITION OF
AUTO MECHANIC II IN THE MUNICIPAL GARAGE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a vacancy exists for the position of Auto Mechanic II in the Municipal Garage; and

WHEREAS, the position was duly posted for, Job Posting #19, interviews were conducted, and a recommendation of a suitable candidate has been made by the Department Head and the Personnel Officer,

NOW, THEREFORE, BE IT RESOLVED, that effective December 7, 2009 this Town Board authorizes the transfer of Thomas Vance to the position of Auto Mechanic II in the Municipal Garage as found in Group 8, Step 3A of the Operational and Technical Salary Schedule, and be it further

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Gabrielsen Yes No

Cardinale Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1097

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE(ARTICLE XXXIV – Multifamily Residential Professional Office Zone)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the December 10, 2009 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code to be posted on the sign board of the Town; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 29th day of December, 2009 at 2:20 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108
ZONING
ARTICLE XXXIV
Multifamily Residential Professional Office Zone**

§ 108-168. Zoning use classification.

The zoning use classification known as ~~Residence-E~~ Multifamily Residential Professional Office Zone District shown on the attached amendment to the Zoning Use Classification Map is hereby adopted.

§ 108-169. Uses.

In the ~~Residence-E~~ Multifamily Residential Professional Office Zone District no building, structure or premises shall be used, arranged or designed to be used and no building or structure shall hereafter be erected, reconstructed or altered, unless otherwise provided in this chapter, except for either one of the following permitted uses and their customary accessory uses.

§ 108-170. Development standards.

C. Yards.

(3) Rear. The minimum rear yard shall be 50 feet, except that the minimum rear yard shall be 25 feet when adjacent to a property within a ~~Residence-E~~ Multifamily Residential Professional Office zoning Zone District.

§ 108-171. Landscaping, screening and buffering.

C. Preservation of existing vegetation. Site plans for the development of property located in a ~~Residence-E~~ Multifamily Residential Professional Office Zone District shall include an indication of existing mature trees and other instances of unique, indigenous and/or significant vegetation or other natural features so as to ensure their preservation and thereby retain an open space environment which enhances the character of the Town.

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

Dated: Riverhead, New York
December 1, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

12/1/2009

Adopted

TOWN OF RIVERHEAD

Resolution # 1098

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE (ARTICLE XLVI – Destination Retail Center (DRC) Zoning Use District)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Blass

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the December 10, 2009 issue of the News-Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code to be posted on the sign board of the Town; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 29th day of December, 2009 at 2:25 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108
ZONING
ARTICLE XLVI
Destination Retail Center (DRC) Zoning Use District**

§ 108-258. Uses.

In the DRC Zoning Use District, no building, structure, or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed, or altered, unless otherwise provided in this chapter, except for the following permitted uses ~~or specially permitted uses~~ and their customary accessory uses:

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

Dated: Riverhead, New York
December 1, 2009

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 1099

APPOINTS TEMPORARY CLERKS TO THE TAX RECEIVER'S OFFICE

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, this Town Board recognizes the need to provide additional clerical personnel to the Tax Receiver's Office to assist in the processing of tax money,

NOW THEREFORE BE IT RESOLVED, that pending a completed background investigation, Erika Haas and Juliet Blass are hereby appointed as temporary clerks effective December 21, 2009 through January 22, 2010 at the hourly rate of \$10.25, and be it further

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No Abstain

Gabrielsen Yes No

Cardinale Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

11/17/09

Adopted

TOWN OF RIVERHEAD

Resolution # 1100

Authorizes Supervisor to Execute Any and All Necessary Documents on Behalf of the Town of Riverhead for Participation in the Suffolk County Downtown Revitalization Round 9 Program

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town/Village of _____ is always desirous to improve the economy and quality of life within the Town/Village of _____; and

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

WHEREAS, as part of the application process in conformity with Suffolk County Resolution No. 808-1998, the County of Suffolk requires a resolution of the Riverhead Town Board showing local support for the proposed project; and

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

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

WHEREAS, the Riverhead Business Improvement District Management Association is desirous of proposing that the Town of Riverhead participate in such program in connection with public improvements to municipal property adjacent to the Peconic, (specifically 1) improvements to the floating

boat ramp; 2) widening existing access ramp to accommodate larger rowing vessels and 3) construction of a portable boat house) and the Town has been awarded \$90,000 under the program;

NOW THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby states its support of the Boat House Project proposed by the Riverhead Business Improvement District Management Association pursuant to the Suffolk County Downtown Revitalization Program through the Town of Riverhead;

AND BE IT FURTHER RESOLVED, that the Riverhead Town Board authorizes the Supervisor to sign any and all necessary documents, including but not limited to the required easement/lease documents and an intermunicipal agreement, subject to review and approval of the Town Attorney, to participate in the above referenced program,

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

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

THE VOTE

Wooten Yes No Dunleavy Yes No

Blass Yes No Gabrielsen Yes No

Cardinale Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1101

GENERAL FUND POLICE BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

		<u>FROM</u>	<u>TO</u>
001.031200.524214	Radio & Scanner Equipment	2,063	
001.031200.545230	Defibrillator	2,620	
001.035100.546303	Gasoline	1,270	
001.035100.542504	Cleaning Supplies	1,430	
001.031220.546303	Bay Constable-Gasoline	1,000	
001.031220.542320	Pollution Control Expense	500	
001.031220.541530	Repairs & Labor	1,100	
001.035100.541150	Building Repair Expense		2,700
001.031200.524900	Misc. Field Supplies		7,283

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

THE VOTE

Wooten Yes No Dunleavy Yes No
 Blass Yes No Gabrielsen Yes No
 Cardinale Yes No

The Resolution Was Was Not
 Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1102

GENERAL FUND SANITATION DEPARTMENT BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Blass

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

		<u>FROM</u>	<u>TO</u>
115.090600.584500	Hospitalization	5,000	
115.081600.549000	Miscellaneous		5,000

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

THE VOTE

Wooten Yes No Dunleavy Yes No
 Blass Yes No Gabrielsen Yes No
 Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1103

2007 General Fund Budget Modification

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the 2007 Budget requires modifications due to the increase in appropriations throughout the 2007 year:

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the following modifications to the original 2007 budget:

Increase in Appropriations - General Government Support	848,000
Increase in Appropriations - Public Safety	5,000
Increase in Appropriations - Home and Community	76,000
Increase in Appropriations - Interfund Transfers	688,000
Decrease in Appropriations - Employee Benefits	739,000
Increase in Revenues - Other Compensation for Loss	878,000

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

THE VOTE

Wooten Yes No Dunleavy Yes No
 Blass Yes No Gabrielsen Yes No
 Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1104

Justice Court Petty Cash

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, due to the increase in the amounts of fines and number of tickets issued, the Justice Court requests an increase in the Petty Cash Fund strictly for the use of making change on cash fine transactions,

NOW THEREFORE BE IT RESOLVED, that the Supervisor be and is hereby authorized to increase the amount from the Petty Cash Fund Account established for Justice Court purposes from \$100.00 to \$500.00, and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1105

USDA GRANT BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

	<u>FROM</u>	<u>TO</u>
406.071100.523018.7003 Home Improvement R&M Expense	10,676	
184.086860.549500 Emergency Rehab for Low Income		7,500
406.086680.523000.44101 Home Improvement Program		3,176

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Gabrielsen Yes No

Cardinale Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1106

Authorizes Execution and Submission of Grant Application to Suffolk County for Fiscal Year 2010 Community Development Block Grant Funds

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Blass

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby ratifies the execution and submission of a grant application to the Suffolk County Department of Community Development as grantee of Community Development Block Grant funds, as attached on Schedule A, for FY 2010 from the United States Department of Housing and Urban Development; and

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

BE IT FURTHER RESOLVED, THAT THE Town Clerk is hereby directed to provide a copy of this resolution to Joseph T. Sanseverino (Suffolk County Community Development Director, H. Lee Dennison Bldg, P.O. Box 6100, Hauppauge, NY 11788) and Community Development, and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No

Blass Yes No Gabrielsen Yes No

Cardinale Yes No Abstain

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Attachment A

2010 CDBG Application

Bread and More Soup Kitchen	\$	5,000
Open Arms Soup Kitchen	\$	5,000
Riverhead Community Awareness Program	\$	5,000
Dominican Sisters	\$	5,000
Peconic Community Council - Maureen's Haven	\$	5,000
East End Arts Council Public Facilities (Structural) Improvements	\$	10,000
Home Improvement Program	\$	53,840
Riverhead Senior Center Public Facilities (Entrance) Improvements	\$	50,000
<u>Administration</u>	<u>\$</u>	<u>17,160</u>
TOTAL	\$	156,000

TOWN OF RIVERHEAD
Resolution # 1107

**AUTHORIZES ACCEPTANCE OF EMPIRE STATE DEVELOPMENT DOWNSTATE
REGIONAL BLUEPRINT GRANT FOR CALVERTON RAIL ACCESS**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Empire State Development Corporation (ESD) announced the availability of \$35 million through the Downstate Regional Blueprint Fund to support projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Town Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at the Calverton Enterprise Park, the Town Board seeks to solicit funds to support the Town of Riverhead Calverton Rail Access Rehabilitation Project to and from the Calverton Enterprise Park, and

WHEREAS, the Town of Riverhead submitted an application for funding to ESD for the Town of Riverhead Calverton Rail Access Rehabilitation project for consideration; and

WHEREAS, the funding associated with the Downstate Regional Blueprint Fund is limited to 20% of project cost and is through a reimbursement program, not a grant program, thus the Town of Riverhead will pay project costs first then request reimbursement of eligible costs from ESD; and

THEREFORE, BE IT RESOLVED, the Town Board authorizes the acceptance of a Downstate Regional Blueprint Fund Project Award from ESD in the amount of \$650,000 towards the Calverton Rail Access Rehabilitation Project; and

BE IT FURTHER RESOLVED, that the Town Board Authorizes the Town Supervisor to execute the required agreements and documents subject to review and approval by the Town Attorney between ESD and the Town of Riverhead to undertake the program as approved; and

BE IT FURTHER RESOLVED, that the Riverhead Town Board authorizes and instructs the Accounting Department to set up a budget and issue purchase orders for the above mentioned grant; and

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
Resolution # 1108

**AUTHORIZES PROFESSIONAL SERVICES AGREEMENT FOR FINAL AUDIT OF
CALVERTON RECREATIONAL FACILITIES**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead has completed the Phase I construction of recreational facilities located at Calverton Enterprise Park; and

WHEREAS, a portion of the project (\$250,000) was funded with New York State Office of Parks, Recreation and Historic Preservation (NYS Parks); and

WHEREAS, prior to final reimbursement of the remaining grant funds, NYS Parks requires a final audit of the project; and

WHEREAS, the Community Development Department obtained several estimates for this work and Coughlin, Foundotos, Cullen & Danowski, LLP have provided the lowest bid at \$5,000; and

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to execute the professional services agreement with Coughlin, Foundotos, Cullen & Danowski, LLP subject to review and approval by the Town Attorney, and

BE IT FURTHER RESOLVED, that the Riverhead Town Board authorizes and instructs the Accounting Department to set up a budget and issue purchase orders for the above mentioned grant; and

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Adopted

RESOLUTION #1109 ABSTRACT #09-46 November 19, 2009 (TBM 12/01/09)				
Councilman Wooten offered the following Resolution which was seconded by Councilman Gabrielsen.				
FUND NAME			11/17/09 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		3,367,966.34	3,367,966.34
RECREATION PROGRAM FUND	6		4,781.03	4,781.03
NUTRITION SITE COUNCIL FUND	7		2,760.00	2,760.00
CHILD CARE CENTER BUILDING FUN	9		49.31	49.31
ECONOMIC DEVELOPMENT ZONE FUND	30		8,841.11	8,841.11
HIGHWAY FUND	111		266,863.19	266,863.19
WATER DISTRICT	112		160,008.25	160,008.25
RIVERHEAD SEWER DISTRICT	114		114,835.74	114,835.74
REFUSE & GARBAGE COLLECTION DI	115		361,552.90	361,552.90
STREET LIGHTING DISTRICT	116		32,325.74	32,325.74
PUBLIC PARKING DISTRICT	117		4,125.90	4,125.90
BUSINESS IMPROVEMENT DISTRICT	118		66.11	66.11
AMBULANCE DISTRICT	120		626.31	626.31
EAST CREEK DOCKING FACILITY FU	122		14.87	14.87
CALVERTON SEWER DISTRICT	124		2,651.66	2,651.66
RIVERHEAD SCAVANGER WASTE DIST	128		38,056.10	38,056.10
WORKERS' COMPENSATION FUND	173		14,985.10	14,985.10
CDBG CONSORTIUM ACOUNT	181		703.63	703.63
GENERAL FUND DEBT SERVICE	384		4,283,235.97	4,283,235.97
TOWN HALL CAPITAL PROJECTS	406		518,355.90	518,355.90
WATER DISTRICT CAPITAL PROJECT	412		325,348.02	325,348.02
YOUTH SERVICES CAP PROJECT	452		13.20	13.20

Gabrielsen THE VOTE
 Buckley yes ___ no Wooten yes ___ no
 Dunleavy yes ___ no Blass yes ___ no
 Cardinale yes ___ no
 THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Resolution # 1110

Adopted

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR CALVERTON ENTERPRISE PARK RAIL SPUR REHABILITATION (PIN NO. 093561) PROJECT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Blass

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the December 7, 2009, issue of the New York State Contract Reporter and in the December 10, 2009, issue of the official Town newspaper, The Riverhead News-Review, for the Calverton Enterprise Park Rail Spur Rehabilitation (PIN NO. 093561) Project, Riverhead, New York; and

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the Calverton Enterprise Park Rail Spur Rehabilitation (Pin No. 093561) Project will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on January 6, 2010 at which time they will be publicly opened and read aloud.

The bidder is advised that this project is a federally funded project. The contract documents contain questionnaires, forms, and other procedures that must be followed during the bidding and construction phases of the project. The bidder's attention is directed to appendices 12 and 13 for additional contract requirements due to the use of federal aid on this project. The bidder is also advised that there is a Disadvantaged Business Enterprise Utilization Goal of 3%, Minority Owned Business Enterprise Utilization Goal of 5.8% and Woman Owned Business Enterprise Utilization Goal of 6.9% that has been established for this project. The bidder's attention is directed to Appendix 12 regarding contract requirements for meeting this goal.

Plans and specifications may be examined and/or obtained on or about December 14, 2009 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

There will be a mandatory pre-bid conference at Henry Pfeifer Community Center, 4062 Grumman Boulevard, Calverton, New York scheduled for December 18, 2009 at 10:00 am. Bidders not attending the pre-bid conference will not be considered.

Proposals will be considered only from bidders who, for themselves or for intended and stated subcontractors, can show recent experience in the performance of similar work of equal difficulty and magnitude.

A non-refundable fee of \$50.00 will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Calverton Enterprise Park Rail Spur Rehabilitation" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

PLEASE TAKE FURTHER NOTICE, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder.

**BY ORER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK
RIVERHEAD, NEW YORK 11901**

Dated: December 1, 2009

Adopted

12/01/09

TOWN OF RIVERHEAD

RESOLUTION # 1111

AUTHORIZES HDR TO CONTINUE PLANNING FOR THE RAIL ACCESS REHABILITATION PROJECT AT THE ENTERPRISE PARK AT CALVERTON

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

_____ offered the following resolution,

which was seconded by _____:

WHEREAS, the Town of Riverhead has adopted a Comprehensive Plan for the Town and a Comprehensive Reuse Plan for the Calverton Enterprise Park, property now known as "EPCAL", providing the basis for the rezoning of the former Grumman property; and

WHEREAS, the Town Board desires to foster the continued development of infrastructure at the EPCAL site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at EPCAL, the Town Board authorized a solicitation of proposals for the EPCAL Rail Access Rehabilitation Project; and

WHEREAS, the Town Board selected HDR, Inc., an employee-owned architectural, engineering and consulting firm with rail development expertise, as consultant to assist the Town to rehabilitate the rail spur to EPCAL subject to the Town of Riverhead and/or the Town of Riverhead Community Development Agency securing the necessary outside funds for the project; further subject to negotiation of the terms of a professional service agreement with the office of the Town Attorney;

WHEREAS, HDR, Inc. is aware that the Town of Riverhead and the Town of Riverhead Community Development Agency is in the process of applying for federal and state funding to move the project forward; and

WHEREAS, with the assistance of HDR, the Town has been able to secure grants from New York State Empire Development for the project and it was recently announced that Governor Paterson has certified the Town's application to have reactivation project funded through ARRA; and

WHEREAS, HDR has completed additional work necessary as shown in the attached outline which was not contemplated in the original professional services to move the ARRA funding forward in an expedited fashion including attendance at public hearings and additional design work totaling \$16,749.00, and

WHEREAS, the Town Board also wishes to retain the services of HDR to continue to assisting the Town Board in expediting the planned railroad rehabilitation program to completion.

NOW, THEREFORE, BE IT RESOLVED, that Town Board authorizes HDR, Inc. to proceed with the design of warning devices at River Road and the development of third party agreements with the Long Island Railroad and New York and Atlantic Railway as set forth in the attached outline, the cost of which shall not exceed sum not to exceed \$127,549.00, and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the additional work already completed but not contemplated in the original professional services agreement which was needed to expedite the Town's ARRA application in accordance with the , and

BE IT FURTHER RESOLVED, that Town Board authorizes the Accounting Department to increase the prior budget in the amount of \$16,749.00 to cover work already completed and set a budget in the amount of \$127,549.00 for this new phase of the project and payment to HDR; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Town to secure a Town of Riverhead Purchase Order in the amount listed above; and

BE IT FURTHER RESOLVED, that the Town Board does hereby authorize the Town Supervisor to enter into and execute the an amended Consultant/Professional Services Agreement with HDR subject to negotiation of the terms a professional service agreements addressing the work outlined herein with the office of the Town Attorney but not to exceed \$144,298.00; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to the HDR, Inc., Attn: Brian Dolan, 500 7th Avenue, New York, NY 10018-4502, and

AND BE IT RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Wooten Yes No Dunleavy Yes No
Blass Yes No Gabrielsen Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted